

**MISSION STATEMENT: TO CREATE A HEALTHY, SAFE, DIVERSE, AND PROSPEROUS CITY
BY ENGAGING COMMUNITY MEMBERS TO DEVELOP AN ENRICHED QUALITY OF LIFE.**



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, AUGUST 27, 2024, 6:00 PM, MT
[Zoom Link](#)**

Pursuant to the Public Meetings Laws and Rules within the Oregon Revised Statutes, the City Council has the authority, ability, and standing to take action on any items on the Agenda, or add items to the Agenda, during the Study Session or Regular Meeting, as long as all public meeting notice requirements have been met.

1) CALL TO ORDER

Roll Call: Susann Mills _____ Sam Baker _____ Ken Hart _____ Penny Bakefelt _____ Eddie Melendrez _____
Council President John Kirby _____ Mayor Debbie Folden _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on August 23, 2024. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) PUBLIC COMMENTS Citizens may address the Council; however, Council may not be able to provide an immediate answer or response. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

5) CONSENT AGENDA

- A) Approval of Council Meeting Minutes: July 23, 2024
- B) Proclamation: Recovery Month 2024
- C) Liquor License Application: Ontario Sinclair (Change of Ownership)

6) NEW BUSINESS

- A) Request for RFP: OPD Body-worn Cameras
- B) Informational Presentation: Enterprise Camera System Update for City-Wide Cameras
- C) Bid Award: Laptops (OPD & OFR)
- D) Resolution #2024-113: Credit Card Recovery Cost
- E) Non-Commercial Hangar Lease Agreement Template
- F) Adopt Agreement: Extension #3, Addendum #13, with Rural Fire Protection District #7-302
- G) Ordinance #2827-2024: Amend OMC 2-14 - Diversity Advisory Committee

7) DEPARTMENT HEAD UPDATES

- A) Finance: Monthly Report
- B) Police: Quarterly Report
- C) Public Works: Quarterly Report

8) DISCUSSION ITEMS

- A) Update: Unhoused Site

9) HAND-OUTS

- A) Department Monthly Stats: PW, OPD, CE, OFR
- B) Minutes: County Court Jul 10, 17, 31, 2024, Aug 7, 14, 2024; Airport Jul 1, 2024; Parks Jul 18, 2024
- C) July 2024 Check Register

10) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

11) ADJOURN

The City Council may recess/adjourn to Executive Session under ORS 192.660(2) as follows: (a) Employment of Public Officers, Employees, or Agents; (b) Discipline of Public Officers, Employees, or Agents; (d) Labor Negotiations; (e) Real Property Transactions; (f) Exempt Public Records; (g) Trade Negotiations; (h) Litigation [Current or Potential]/Consult with Legal Counsel; (i) Performance Evaluation of Public Officers and Employees; (j) Trade Negotiations; and/or (l) Labor Negotiations.

The City of Ontario does not discriminate in providing access to its programs, services and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, contact the City at 889-7684 at least one working day prior to the need for services and every reasonable effort to accommodate the need will be made.



CITY COUNCIL MEETING MINUTES July 23, 2024

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Tuesday, July 23, 2024, in the Council Chambers of City Hall. Council members present were Deborah Folden, Penny Bakefelt, Susann Mills, John Kirby, Ken Hart, and Sam Baker. Eddie Melendrez arrived at 6:12pm.

Staff present were Dan Cummings, Tori Barnett, Corinna Hysell, Clint Benson, Marshall Pierce, Al Haun, and Michael Iwai.

The meeting was recorded, and copies are available at City Hall.

AGENDA

This Agenda was posted July 19, 2024. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

BAKER moved, HART seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Mills-yes; Baker-yes; Hart-yes; Bakefelt-yes; Melendrez-out; Kirby-yes; Folden-yes. Motion carried 6/0/1.

CONSENT AGENDA

KIRBY moved, BAKER seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF APPROVAL OF COUNCIL MEETING MINUTES OF JULY 9, 2024**. Roll call vote: Mills-yes; Baker-yes; Hart-yes; Bakefelt-yes; Melendrez-out; Kirby-yes; Folden-yes. Motion carried 6/0/1.

NEW BUSINESS

WWTP Headworks Screen Replacement Engineering Design

Marshall Pierce, City Engineer/Jacobs, presented.

A new WWTP project identified in the CIP was pending approval by City Council in order to proceed with engineering design. The existing WWTP headworks screen was 25 years old and in dire need of replacement. This piece of equipment protected downstream assets at the plant and was a critical component to the operation of the plant. RH2 Engineering prepared a scope and fee for engineering design of the screen replacement. The fee amount was within the approved CIP budgeted amount. The city was ready to proceed with engineering design for this project with screen replacement occurring next year (2025). In the adopted fiscal year 2024-2025 budget, it included a carry-over of \$300,000 for a new headworks screen. Ideally, a bid package was ready in early spring in order to increase chances of obtaining competitive pricing. If the Council opted to not approve this action, the existing screen would continue to degrade, impacting the operation of the treatment plant.

Councilor Baker verified this was a \$300K estimated project, was that correct?

Mr. Pierce stated through construction, yes.

Councilor Baker verified they were seeking \$90K to engineer it?

Mr. Pierce stated that was correct. There was a chance they would underrun the budget, the time and material contract. If things ran smoothly during concept design, etc., RH2 engineers would underrun their budget on that, and hopefully there would be some money saved. However, at this time they should plan on utilizing the full amount.

Councilor Bakefelt asked if there were a similar set up somewhere that the city could use their design?

Mr. Pierce stated there were, because every wastewater treatment plant had a headworks facility, but they would really want a consulting engineer to look at this because every plant had peak hour flows, average, surge events, and that screen would be designed accordingly. This was not an off the shelf item.

Councilor Bakefelt asked how long it took to fill the dumpster.

Al Haun, Project Manager, stated it depended on the amount of solid material. If he had to guess, maybe every few weeks. Ontario Sanitary went to the site and took care of it.

Mr. Pierce stated they wanted more frequent trips because the barrier screens performed better with the more screens they had.

Councilor Kirby asked if there were other maintenance items projected for the wastewater system during the same calendar year, for everything up north of town.

Mr. Pierce stated at the plants, they were currently repairing the aerators. They also had one that had been offline for quite a while that they were going to repair to boost the lagoons. For offsite, there were ongoing projects, such as sending cameras down the line to review which ones needed rehab. Aside from that, they had just completed a lift station improvement project where they had installed some new pumps.

Councilor Kirby verified this project was its own budget line.

Mr. Pierce stated that was correct.

KIRBY moved, BAKEFELT seconded, THE CITY COUNCIL APPROVE RH2 TASK ORDER NO.1 IN THE AMOUNT OF \$89,890.00, AND A 10% DESIGN CONTINGENCY FOR ANY UNFORESEEN ITEMS IN THE AMOUNT OF \$8,989.00, FOR A TOTAL AMOUNT REQUEST OF \$98,879.00, AND AUTHORIZE THE CITY MANAGER TO SIGN THE RELATED DOCUMENTS. Roll call vote: Mills-yes; Baker-yes; Hart-yes; Bakefelt-yes; Melendrez-yes; Kirby-yes; Folden-yes. Motion carried 7/0/0.

DEPARTMENT HEAD UPDATES

Finance: Monthly

No comments. Questions should be submitted to Kari Ott, Finance Director.

HAND-OUTS

Minutes

County Court: 07/03/24; PW Committee 11/21/203, 6/18/24; Parks Committee 06/20/24

Check Register

June, 2024

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Councilor Kirby asked for an update on the fire situation from Chief Benson.



Chief Benson stated the Durkee Fire had the potential to threaten Ontario, depending on weather. They were seeing very aggressive fire behavior, so they were keeping a close eye on things. They were actively and proactively planning so if it did make a run towards Ontario, they had resources in place. They had activated ICS, and were using resources to make it stop before it hit Ontario. He had been in Huntington that morning with the State Fire Marshall and others, and he was getting more information all the time. The closest fire activity was about 10 miles northwest of Ontario. Ontario was safe now, but they were preparing for the worst. A lot of work had been done by staff, and they would be ready. There was non-stop work going into place, but hopefully they wouldn't have to use it. But, if that fire made a run at Ontario, they'd be ready.

Mayor Folden thanked him for his preparedness, and for all they did, and she fully supported the fire department, and prayed for safety for everyone.

Chief Benson stated the Council and community support was appreciated. It was an honor to serve.

- Councilor Melendrez apologized for arriving late to the meeting, but he had to work late. He wanted to make an announcement to the citizens of Ontario that there were farm workers and field workers that were out working during this extreme heat and smoke. Earlier, he had been out delivering supplies, such as gloves, hats, sunscreen, and water to the field workers that were out there. He made a plea to the citizens that anyone who wanted to make a donation, could contact him at eddie.melendrez@ontariooregon.org and he was also listed on the city's website.
- Councilor Melendrez stated he wanted to address some concerns he had been dealing with on the Council. He was grateful it had been determined the actions of OPD were right, but he wanted to direct some things to those folks that he made upset by asking questions. He wanted to say that going back to the first two years that he was on the Council, there were a lot of questions raised about OPD and what they were doing, but never once did he see anyone saying or making comments about those concerns. He found that concerning as a City Councilor that when he brought up one question, then he got pushback from the Council and some staff. He remembered a specific Councilor being upset with OPD giving a warning about a parking violation a few years back, but then him bringing up a situation that had nothing to do with him, he was just doing the job he was elected to do. He was elected by the folks in Ontario and the community wanted him to ask questions. He felt like what he had seen over the past three or four years was that when a Councilor got upset about something that impacted them, it was brought up. He was bringing up an issue that had nothing to do with him, he didn't even know the individual, but when folks brought up issues, it was about how it impacted them. For him, he brought up issues for people he didn't even know. He wanted to address that in the previous Council meeting, but he'd been busy at work. He wanted to say to everyone there that even though it might make some folks upset, he was there doing the job he was elected to do.
- Mayor Folden thanked the Police Chief and his department for keeping the citizens safe. She appreciated their service and dedication.
- Mr. Cummings pointed out the handout Council received, which was a reduced version of the Strategic Plan that they'd begin working on August 2nd. The revenue portion would be on the 8th.

ADJOURN

HART moved, BAKER seconded, **THAT THE MEETING BE ADJOURNED**. Roll call vote: Mills-yes; Baker-yes; Hart-yes; Bakefelt-yes; Melendrez-yes; Kirby-yes; Folden-yes. Motion carried 7/0/0.

ACCEPTED:

ATTEST:

Deborah K. Folden, Mayor

Tori Barnett, MMC, City Recorder





RECOVERY MONTH 2024

*The art of **RECOVERY!***

Ontario, Oregon Recovery Month Proclamation

Mental health, substance use, and harmful gambling behaviors affect all communities nationwide. With commitment and support, our family members, friends, colleagues, and community members with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, people who experience mental health, substance use and/or harmful gambling behaviors can embark on a new path toward improved health and overall wellness. The focus of our local theme for Recovery Month for September 2024 is “The Art of Recovery!” To celebrate their journey, we recognize the challenges of recovery, and we support them! We realize the need to share resources and build networks that support recovery in all forms, as we are all part of the solution. Recovery Month and Hands Around the Park spreads the message that behavioral health is essential to one’s overall health and wellness, and that prevention works, treatment is effective, and people do recover.

The impact of mental health and substance use disorders is apparent in our country, with over 40 million people in the US suffering from a substance use disorder, and over 100,000 people dying annually from overdoses. In the most recent survey, 12.63 percent of Oregon residents reported using illicit drugs in the past month. The national average was 8.82 percent. The percentage of adults reporting symptoms of anxiety and/or depression is 3% higher in Oregon than the nation. Additionally, an estimated 88,000 Oregon adults and adolescents meet the clinical diagnosis for gambling disorder, with another 180,000 at risk of developing a problem with gambling. These conditions in one way or another affect us all. Through Recovery Month, people become more aware and able to recognize the signs of mental health, substance use, and harmful gambling behaviors, which can help guide more people into needed treatment. Managing the effects of these conditions can help people achieve healthy lifestyles, both physically and emotionally.

The Recovery Month observance continues to work to improve lives to promote and support treatment, and recovery practices, educating communities about prevention and acknowledging the dedication of service providers and community members who assist in making recovery possible. For the above reasons, we are asking the citizens of Ontario to join us in celebrating this September as Recovery Month.

We, as the city of Ontario, Oregon, do hereby proclaim the month of September 2024 as Mental Health, Substance Use, and Harmful Gambling Behaviors Recovery Month. In Ontario, we call upon our community to observe this month with compelling programs and events that support this year’s observance.

Deborah Folden, Mayor

Dan Cummings, City Manager

Tori Barnett, City Recorder



**AGENDA REPORT
CONSENT AGENDA
August 27, 2024**

To: Mayor and City Council

FROM: Michael Iwai, Police Chief

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **LIQUOR LICENSE APPLICATION: ONTARIO SINCLAIR (CHANGE OF OWNERSHIP)**

DATE: August 21, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE CHANGE OF OWNER OFF-PREMISES LIQUOR LICENSE APPLICATION FOR PETROLUXE MANAGEMENT LLC – TRADE NAME ONTARIO SINCLAIR.

SUMMARY:

The business located at 330 East Idaho Avenue, Ontario, Oregon, completed the “Change of Owner” liquor license sales through the Oregon Liquor Control Commission.

All necessary paperwork has been completed. The Oregon Liquor Control Commission office is awaiting approval and recommendation from the Ontario City Council.

BACKGROUND:

Petroluxe Management LLC operating under the trade name of Ontario Sinclair located at 330 East Idaho Avenue, Ontario, Oregon, has applied for change of owner off-premises liquor license. The application forms have been filled out appropriately and required fees have been paid. All permit and license requirements have been met by the City of Ontario Planning Department.

CURRENT SITUATION:

Matsubu Inc., operating under the trade name of JNJ Corner Store Eastside, currently holds an Off-Premises liquor license at 330 East Idaho Avenue, Ontario, Oregon. They have sold this business to Petroluxe Management LLC. The business will operate under the name of Ontario Sinclair. The Oregon Liquor Control Commission requires a “Change of Ownership” application to change the liquor license ownership records for this establishment. Once this step is completed, the location will have the necessary license under the new owners, which will require renewal on a yearly basis.

ANALYSIS:

- A. **STRATEGIC PLAN** This application is a general action item showing an ownership change of an already established business within the City of Ontario, therefore does not have a direct effect on the city's current strategic plan.
- B. **FINANCIAL** There is no financial impact for this action.
- C. **TIMING** Approval is required to show new owners of this establishment.
- D. **POLICY/LLEGAL** All legal steps have been followed to completion, with no negative feedback.

ALTERNATIVES:

Not approve the license application.

This has no true effect on the process, as the Oregon Liquor Control Commission may consider the city's objections to the action but is not obligated to do so. They are the ultimate authority on the issuance of the license.

RECOMMENDATION:

Staff recommends that the City Council approve the Change of Ownership off-premises liquor license for Petroluxe Management LLC. – Ontario Sinclair.

ATTACHMENTS:

None



**AGENDA REPORT
NEW BUSINESS
August 27, 2024**

To: Mayor and City Council

FROM: Michael Iwai, Police Chief

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **REQUEST FOR RFP: OPD BODY-WORN CAMERAS**

DATE: August 20, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE REQUEST TO BEGIN THE REQUEST FOR PROPOSAL PROCESS FOR A BODY-WORN CAMERA SYSTEM, WHICH IS CLOUD-BASED AND HAS THE ABILITY TO REDACT SENSITIVE INFORMATION PURSUANT TO LAW.

SUMMARY:

The police department's current 24-25 budget does not account for a body-worn camera (BWC) upgrade or purchase. Our current system is not cloud-based and does not have the ability to redact sensitive information. A cloud server is preferred for evidentiary purposes, as well as sharing video across the criminal justice system. Moreover, this upgrade will help the police department with respect to transparency and compliance with state law. There are some available funds from the Enterprise Camera System (City-Wide Camera System), which may be used to offset some of the cost for the BWC upgrade.

BACKGROUND:

The police department does not have a BWC system with the ability to redact sensitive information and is not cloud-based.

CURRENT SITUATION:

Current BWC software does not have the ability to redact and is not cloud based. OPD is looking for permission to put together a request for proposals (RFP) in order to get bids on new BWC and software.

ANALYSIS:

- A. **STRATEGIC PLAN** This request is in-line with the city's strategic plan under Growth and Financial Stability. In terms of growth, this request brings the Police Department up to industry standards. In terms of Financial Stability, this request helps with transparency and reveals what really "happened." This upgrade will reduce the city's liability by protecting personal protected information with release to the media and other stakeholders.

- B. **FINANCIAL** This upgrade and/or purchase is not currently budgeted. Some funds will be available from the Enterprise Camera System, but there will be an ask following the RFP. The estimated purchase price will exceed \$250,000. The funds would most likely need to come from the public safety department.
- C. **TIMING** Implementation of a new system may occur before the end of the calendar year.
- D. **POLICY/LEGAL** Previously addressed.

ALTERNATIVES:

Not applicable. The police department has been using the current system since 2013 with some camera updates, but nothing addressing redaction or cloud server ability.

RECOMMENDATION:

Staff recommends Council approve initiating a Request For Proposal process for a body-worn camera system, which is cloud-based and has the ability to redact sensitive information pursuant to law.

ATTACHMENTS:

None



Staff Report

Verkada Camera System-City of Ontario

Jason Cooper
Administrative Lieutenant





Verkada Camera System

Current Status

- Currently 50 Cameras deployed City Wide monitoring infrastructure assets and assists with employee safety.
 - City Hall
 - Water Treatment Plant
 - Waste Water Treatment Plant
 - Ontario Municipal Airport
 - Beck, Laxon & Eastside Kiwanis Parks
 - Ontario Justice Court





Verkada Camera System

2024-2025 Fiscal Budget: \$150,000 approved

5 Year Camera License Renewal
(Mandatory)

\$42,737 due Nov. 10th

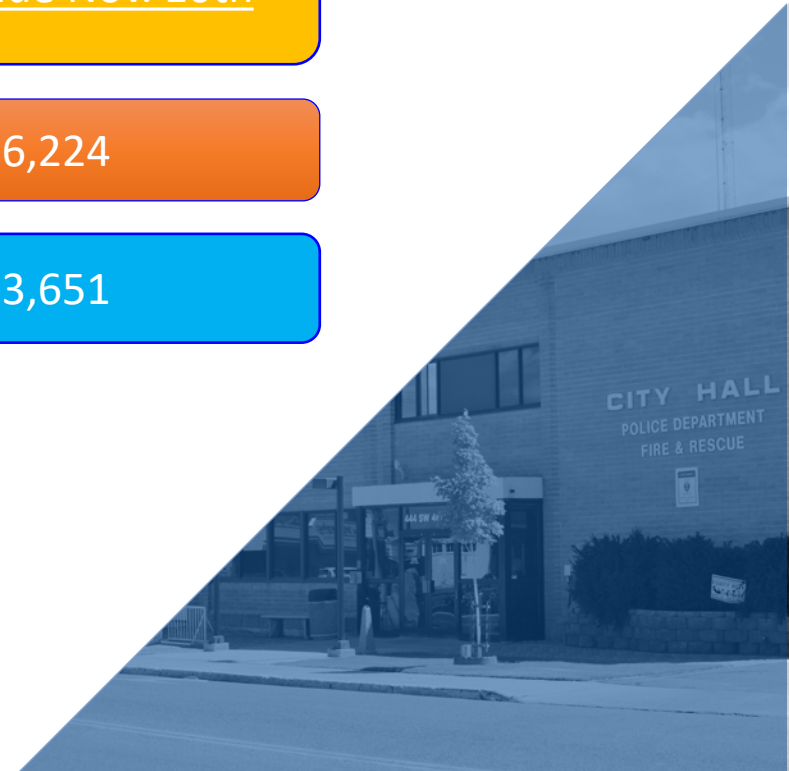
Camera Replacement/Quality
Improvement

\$86,224

Airport Camera Expansion
(2 cameras-5 year license incl.)

\$13,651

TOTAL AMOUNT
\$ 142,612





Verkada Camera System



Option #1

Financial Considerations:

- Purchase 5-year camera licensing (Mandatory) (\$42,737)
- Defer camera improvement program to next fiscal
- **-Redirect remaining funds towards Body worn camera project (\$107,263)**





Verkada Camera System



Option #2

Financial Considerations:

- Purchase 5-year camera licensing (Mandatory) (\$42,737)
- Replace/Upgrade half of the system cameras (\$43,112)
- Defer remaining cameras & Airport camera expansion to next fiscal
- **-Redirect remaining funds towards Body worn camera project (\$64,151)**





Verkada Camera System



Option #3

Financial Considerations:

- Purchase 5-year camera licensing (Mandatory) (\$42,737)
- Replace/Upgrade half of the system cameras (\$43,112)
- Complete Airport Camera expansion project (\$13,651)
- Defer remaining cameras to next fiscal
- **-Redirect remaining funds towards Body worn camera project (\$50,500)**





Thank You !!





**AGENDA REPORT
NEW BUSINESS
August 27, 2024**

To: Mayor and City Council

FROM: Michael Iwai, Police Chief

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **BID AWARD: LAPTOPS (OPD & OFR)**

DATE: July 2, 2024

PROPOSED MOTION:

I MOVE THAT CITY COUNCIL APPROVE THE DATEC INCORPORATED BID FOR THE LAPTOP COMPUTER/TABLET PURCHASES FOR POLICE AND FIRE FOR \$224,653.82. THIS INCLUDES THE REQUIRED ACCESSORIES, INSTALLATION SERVICE, AND OTHER EXPENSES, MIL-STD-810H ENVIRONMENTAL TEST, DEPLOYMENT SERVICES, INSTALLATION SERVICES AND PROJECT TIMELINE, WARRANTY, ENHANCED WARRANTIES, AND EXTENDED WARRANTIES AS PROVIDED IN SOLICITATION OPD-24-1 LAPTOP COMPUTERS AND REQUIRED ACCESSORIES.

SUMMARY:

The law enforcement agencies in Malheur County (excluding State Police) and Ontario Fire Department moved to a new Records Management System and Computer Aided Dispatch in late February 2024. This transition to a new system required a technological upgrade from iPads to laptops. Ensuring the transition to the new system allowed police and fire to utilize an adequate software version for officers and fire command in the field necessitated laptops. Both Police and Fire Departments earmarked some funds for the purchase of laptops; however, the cost was much more than just the purchase of computers. The total cost for the system upgrade included servers, vehicle mounts, accessories, installation, computer imaging, migration, etc. Chief Iwai authored a proposal (grant) to Eastern Oregon Border Board to ensure Malheur County SO, Nyssa PD, Ontario Fire, and the Police Department would have the available funds to press forward with the RMS/CAD project. The total amount of \$428,037.84 was awarded and the total amount of the police department's 23-24 budget for the purchase of laptops was \$161,460.00 - this was rolled over into the 24-25 budget cycle. Regarding the solicitations received, OPD command staff solicited input from Microtec, and they lean towards Datec because they are more tried and tested (product wise) and they also provide the better warranty; repair solution; and deployment is included.

BACKGROUND:

The police department has historically utilized iPads as the technology medium for computer-aided dispatch with limited ability to write reports in the field. With laptops, patrol officers will be able to write reports in the field or dock their laptops at the office for report writing.

Additionally, the laptops will be docked and will eliminate the need to purchase desktops at the office. This will save money in the future.

CURRENT SITUATION:

A request for proposals was issued, and two bids were received: one from Datec Incorporated and the other from Wireless Access Technologies, Getac Government Business Partner. The low bid was Datec at a total \$224,653.82.

ANALYSIS:

- A. **STRATEGIC PLAN** This upgrade is in-line with Growth and Financial Stability. In terms of growth, most agencies utilize laptops for CAD and RMS. This allows officers to get the most out of their patrol (in-car) duties and they are used at the office for report writing via docking stations. In terms of Financial Stability, this assists both Police and Fire to save funds on the additional purchase of desk tops in the office setting.
- B. **FINANCIAL** Use the 23-24 Police Budgeted funds (carryover) and Eastern Oregon Border Board grant funds.
- C. **TIMING** OPD would like to get the new technology set up as soon as possible.
- D. **POLICY/LEGAL** The City Council is required to approve the bid.

ALTERNATIVES:

The Council could choose to go with the other bidder or go out for bid again.

RECOMMENDATION:

Staff recommends approving the bid from Datec Incorporated.

ATTACHMENTS:

- 1. Getac Proposal
- 2. Ontario RFP OPD-24-1

**THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND
SUBMITTED AS THE OFFEROR'S BID.**

APPENDIX B: PRICING/CERTIFICATIONS

Wireless Access Technologies 7-11-24

Name of Offeror (Legal Name)

TO: Ontario Police Department

SOLICITATION NO. **OPD-24-01**

The undersigned hereby agrees to deliver the specified equipment herein, at the bid prices quoted below, in strict compliance with this Request for Bid attached hereto and by reference made a part thereof.

Description	Qty	Unit Price	Total Price
New laptop computers; please note the manufacturer and model number here: Getac B360 SKU BS9766B2DCJX description: B360G2 - Intel Core i7-1270P Processor, vPro Enterprise, Windows Hello Webcam, Microsoft Windows 11 Pro x64 with 16GB RAM, 512GB PCIe SSD (main storage, user swappable), Sunlight Readable Full HD LCD 1400 nits + Touchscreen + Hard tip stylus, US KBD+US Power Cord, Membrane Backlit KBD with Fingerprint, WIFI + BT + 4G LTE (EM7511) + dedicated GPS/Glonass + Passthrough, RS232 + 2nd RJ45 + Display port, Smart card reader, RJ45, HDMI, Hi-capacity Batteries X 2, 3 Year B2B Warranty media bay battery available (3rd battery) 4GLTE upgrade option to 5G sub-6 ~\$415 256GBSSD cost savings ~\$225 Barcode reader option ~\$380 Non-vPro cost savings ~\$130	28	\$3631.64	\$101,685.92
Desktop docks for laptop computers SKU GDODUB Description: B360 - Office Dock w/ 120W AC Adapter (US) <i>Exception, port configuration, see Appendix C exceptions</i> Alternative #1 SKU GDDSU1 Getac DS100 USB-C office dock. DC in Jack x 1, Audio in/out combo x 1, USB 2.0 x 2, USB 3.2 Gen 1 Type-A x 3, USB 3.2 Gen 2 Type-C x 2, LAN x 1, HDMI 2.0 x 1, Display port x 2 \$163, long lead time, target Q4 2024	28	\$324.33	\$9081.24

Alternative #2 Targus DOCK182USZ USB-C office dock. Dual 4k video HDMI+DisplayPort 2ea, USB-A 4ea, USB-C 3.2 Gen2(10Gbps) 1ea, Gigbit Enet 1ea., audio In/out. \$150.00 ea.			
New tablet computers; please note the manufacturer and model number here: Getac K120 SKU KTBC64V1XCET Description: K120G3 - Intel Core i7-1355U Processor, vPro Enterprise, W/ Windows Hello Webcam + Tablet Hard Handle + Standard Batteries (2-pack), Microsoft Windows 11 Pro x64 with 16GB RAM, 512GB PCIe SSD, Sunlight Readable Full HD LCD + Touchscreen + Rear Camera, USB-C AC Adapter + US Power Cord, (Without Keyboard Dock), Wifi + BT + 4G LTE (EM7511) w/ integrated GPS/Glonass + Passthrough, USB 3.2 Gen 2 Type-A, Smart Card Reader, 3 Year B2B Warranty 4GLTE upgrade option to 5G sub-6 ~\$451 256GBSSD cost savings ~\$225 Barcode reader option ~\$275 Non-vPro cost savings ~\$130 Desktop dock for tablet is available	3	\$3188.37	\$9565.11
New detachable keyboard made to create a laptop functionality with tablet SKU GDKBUN Description: K120G3 - Keyboard Dock w/ RF Passthrough (US) (3-year Bumper-to-Bumper Warranty) 4-level red back-lit full-size 88 keys with touchpad, rear Handle I/O Interfaces : DC in Jack x 1, USB 3.2 Type-A x 3, Giga Lan (RJ-45) x 1, HDMI x 1, Serial Port x 1, Display Port X 1, RF antenna pass-through for GPS, WLAN and WWAN Optional detachable keyboard is available GDKBUM DC jack only	1	\$699.14	\$699.14
Deployment services per section 5 See Appendix B.2 for Professional services.	31	\$5000.00	\$5000.00
Enhanced Warranty re Accidental Damage (3 years)	31	Included	included
Enhanced Warranty re No Return Defective Hard Drive (3 years) SKU GE-SVSYKSD5Y >>>5 years coverage Description: Keep Your Solid State Drive - System (Year 1,2,3,4 & 5) - All System	31	\$127.10	\$3940.10
Enhanced Warranty re Battery Warranty (3 years) SKU GE-SVBTEXT2Y Description - Extended Warranty - Battery (Year 2 & 3) Includes GDMS, a Cloud-based self-maintained monitoring system that can provide auto-email alerts.	31	\$275.80	\$8549.80

Extended Standard Warranty through years 4 & 5 for all Warranties <i>std warr is 3 year B2B, years 4-5 B2B listed here</i> SKU GE-SVTBNFX5Y Description: Bumper to Bumper + Extended Warranty- Notebook, Tablet(Year 4 & 5), includes in-warranty shipping to and from Tech Connect service center.	31	\$462.28	\$14,330.68
Dual Pass Vehicle Docking Stations with power supplies compatible with the 17 laptops being offered SKU 543390100004 Description: B360 – Havis Vehicle Dock with <i>Tri Pass-through</i> , with Bracket and bare wire DC adapter <i>Note – Gamber Johnson brand of vehicle docking stations are also available</i> <i>Note – each price includes the following as specified in C. 2. b. Cost reductions per part below will be applied for vehicles that re-use existing mounts.</i> Vertical base mount, universal console sidemount pn DS-138 \$79 7” upper pole pn 7160-0178 \$95 9” locking swingarm, short clevis pn 7160-0928 \$330	17	\$1411.75	\$23,999.75
Dual Pass Vehicle Docking Stations with power supplies compatible with the 3 Tablets (tablet only) being offered SKU OHHGTC9013 Description: K120 (Tablet) – Havis Vehicle Dock with <i>Tri Pass-Through</i> and bare wire DC adapter <i>Note – Gamber Johnson brand of vehicle docking stations are also available</i> rugged backlit remote USB keyboard option GDKBU9 \$231.57 tablet docking station mounting parts to be determined	3	\$764.18	\$2292.54
Cradlepoint router with Wi-Fi and accessories required for use and a complete installation PN MA05-0920-C7A-NA Description: 5-yr NetCloud Mobile Essentials Plan and R920 Router with WiFi (300Mbps modem), no AC power supply or antennas, North America Includes custom Ethernet cabling, router to dock, per vehicle. <i>Note – 5G compatibility requires additional modem module</i>	20	\$1479.00	\$29,580.00
Removal of existing equipment, installation of new device, docking station, and router in vehicle, including testing and sign-off <i>Note – this is a labor estimate.</i> Uncovering unknown items can be expected. Eg, existing roof antenna’s for removal are not specified and may or may not increase labor costs. Eg, adding circuit timer/protection is not specified and may or may not increase labor costs. Eg, vehicle access on weekends for installation is not specified and may or may not increase labor and/or travel costs. <i>See Appendix B.2 for Professional services, labor details, travel.</i>	20	\$33,365.00 (bulk)	\$33,365.00
Freight and inside delivery, F.O.B. place of destination, of each laptop computer and its required accessories.	31	incl. (see Appendix B.2 for freight)	incl.

TOTAL SUM BID (all items listed above) = \$242,089.28

It is understood and agreed that the goods and/or services as specified herein are being furnished for the exclusive use of Ontario Police and Fire Departments.

Respectfully submitted,

Name of Offeror: Wireless Access Technologies, Getac Government Business Partner

Signature: _____

Print Name and Title of the Offeror's Signatory Above: Dale Nakatani, V.P. of Public Safety

Business address of Offeror: (Street Address): 1911 Rhododendron Way

City, State, Zip Code: Bellingham, WA 98229

Business mailing address (If other than address above): PO Box 5704

City, State, Zip Code: Bellingham, WA 98227-5704

Payment mailing address (If other than address above): same PO Box

City, State, Zip Code: same

Business Telephone No: 360-739-9119

Business Cellular No: 360-739-9119

Business E-Mail Address: dale.nakatani@wirelessaccesstechnologies.com

Person to Contact if Awarded: Dale Nakatani

APPENDIX B.2

Qty	Part #	Description	Unit Price	TOTAL
20	Deployment Svcs	Imaging and Asset tagging services. City provided master image for loading and testing. City provided asset tags.	\$ 125.00	\$ 2,500.00
1	Deployment Svcs	Project management includes; asset reporting, installation timelines, 3 on-site project meetings; 1. project launch (before ship), 2. progress(changes/adds) after 1st week of installation, 3. upon installation completion, deployment acceptance.	\$ 2,500.00	\$ 2,500.00
20	installation labor	Installation @ Ontario OR Police Dept. and Fire Dept., approx. 1.5 days/vehicle. - equipment to be installed includes; mobile laptop or tablet, vehicle docking station, R920 router with 5-in-1 roof antenna. Laptop mounting parts, eg, console side mounts and swingarms for patrol or tablet mounting parts, eg, cowl mounts for swingarm are to be determined for best solution. Note-some patrol vehicles may accommodate re-using existing mounting parts. Ethernet cabling between the router and docking station will be custom built for best performance and ease of routing.	\$ 1,140.00	\$ 22,800.00
20	mounting parts	Mounting parts (vertical side mount, 7" upper pole, 9" swingarm/clevis and tablet mounts are itemized on the RFP price grid, Appendix B. Existing mounts will be re-used as needed.	appendix B	
20	install parts	Installation parts including power wire+connectors, fuses, fuse holder, mounting board, fasteners, loom, other. Interfacing with existing power distribution systems is included. Adding circuit timer/protection as needed is additional (required).	\$ 45.00	\$ 900.00
1	training	up to 1 hour in-office NetCloud administrator training with Cradlepoint	\$ 95.00	\$ 95.00
20	training	one end-user system overview per vehicle, allow 20-30 minutes per vehicle.	incl.	incl.
1	travel	Roundtrip travel, Bellingham WA to Ontario OR, 20 hrs x 1/2 labor rate(\$95)=\$950	\$ 950.00	\$ 950.00
37	travel	One man, per diem, 37 days/nights @ \$225/nite	\$ 225.00	\$ 8,325.00
<i>Note: this is an estimate for on-site system installation and training. Individual vehicle installation labor may vary. Uncovering unknowns can be expected and shall be invoiced as time and materials provided. Installation labor shall be invoiced weekly and due upon receipt. A negotiable down payment is due prior to travel.</i>				
Payment Details WAT, Inc. Billing PO Box 5704 vendor: Bellingham, WA 98227 Terms: Down payment, weekly invoices due upon receipt			SubTotal	\$ 38,070.00
WAT, Inc. PO Remit to: Box 5704 Bellingham, WA 98227 Payment type: check			Shipping	\$ 295.00
WAT, Inc. PO Box 5704 Sold by Bellingham, WA vendor: 98227-5704			exempt	intrastate
			TOTAL	\$ 38,365.00

APPENDIX C: LIST OF EXCEPTIONS

C. 1. e. B360 laptop has an integrated rubber reinforced carrying handle, not magnesium alloy

C. 1. i. All Getac SSD's employ hardware encryption (not OPAL).

C. 1. j. B360 display is 13.3" diagonal and the K120 display is FHD not QHD.

C. 1. k. Dual mic's are not included and not an option.

C. 1. p. F key is not programmable. The F key is used in conjunction with another key to enable a secondary function. For single key functions Getac provides 2 programmable keys marked as P1 and P2. The programmable keys can be re-assigned via Getac's user utility called G-Manager that is loaded on all Getac systems.

C. 1. dd. Fingerprint reader (as well as RFID reader) are fully integrated and not user accessible. The Getac B360 can be factory configured having both fingerprint reader and SmartCard Reader simultaneously.

C. 2. a. Desktop Docking Station for Laptops (B360) Port configuration; DC in Jack x 1, Audio Output x 1, Microphone x 1, **5 total USB ports** (USB 2.0 x 2, USB 3.0 x 3), LAN x 2, **HDMI x 1, VGA x 1**, Serial Port x 1, Kensington Lock x 1
*Also see alternative Targus branded USB-C desktop docking station in price grid.

C. 2. b. Vehicle Docking Station for Laptops and Tablets; docking stations for both laptop and tablet include Tri-RF pass through and 6 each USB-A ports.

C. 5. Deployment Services

A custom BIOS splash screen is not being offered. For identifying the agency as the system owner, upon request, an agency badge label will be created that will identify the agency as the system owner before opening the laptop lid or booting the device. This badge label will be installed as a part of Professional Services after system imaging and verification.

Field engineering services is a standard field support service provided by the assigned regional Solutions Architect for the life of the system. The NW Region Solutions Architect is David Pendleton, Eugene, OR. Mr. Pendleton will be a part of the deployment team.

A verified master system image must be provided by the city. Asset tags shall be provided by the city and will be installed by Professional Services prior to system imaging.

C. 7 Warranty. Tech support #866-394-3822 = 24/7. Support technician's (not just call taker) hours of operation are M-F, 5am Eastern to 830pm Eastern. Sat/Sun 5am Eastern to 130pm Eastern. Also, the customer portal is available 24/7 for initiating warranty service returns(RMAs) and provides service histories. The Getac technical support site includes tools like GDA (Getac Diagnostic Assistant) that will identify BIOS and driver iterations with recommended actions for outdated iterations.

C. 7 Warranty and C. 8 Enhanced Warranties.

Per Getac's warranty structure for their fully-rugged devices, the Getac standard warranty, per RFP description, are enhanced warranties for the B360 and K120, called Bumper-to-Bumper(B2B). The B2B warranty provides protection for accidental damage. See Appendix E for B2B warranty card.

C. 8. c. Battery Warranty. The Extended Battery Warranty years 2-3 does not provide next-day replacement. Battery warranty claims can be submitted via the customer portal. GDMS (Getac Device Monitoring Service) is included in the battery warranty pricing. GDMS is a Cloud-based self-maintained monitoring system that can provide auto-email alerts.

APPENDIX D – TESTING CERTIFICATION HIGHLIGHTS, supporting documents

[insert MIL-SPEC certs, decon, Energy Star...]

B360 and K120 additional MIL-STD-810H testing;

- High temperature operating above 140F @ 145F
- Sand and Dust, blowing sand high operating temperature above 140F @ 145F
- Vibration operating testing Cat. 20 ground mobile, composite wheeled vehicles
- Vibration non-operating testing Cat. 5, loose cargo (transportation)
- Transit drop non-operating Procedure V, Crash Hazard, ground and flight equipment shocks on each axis, non-operating and Procedure VI, bench handling, 4 drops on solid wood bench top

APPENDIX E – Authorized Reseller letter, Self-Maintainer Program, FedEx Tech Connect Program, Factory warranty services (including Bumper-to-Bumper accidental damage protection)

Authorized Reseller letter - see attached

Self-Maintainer Program

Getac's devices are built to the highest standard; however, Getac understands accidents are inevitable in certain environments. Warranty support is available 24-hrs/7 days a week, including holidays, utilizing the web-based customer portal. Getac offers an industry leading Self-Maintainer program to empower in-house technicians to provide immediate services to defective units for minor repairs.

For Level I and Level II repairs, the Getac Self-Maintainer Program allows Getac clientele to perform warranty repairs on Getac products resulting from accidental damage. Instead of shipping products to Getac's Repair Center, the defective part can be swapped out on premise, minimizing downtime.

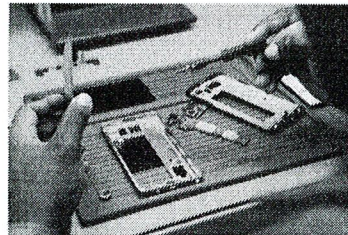
Self-Maintainer repairs include some parts and materials at no additional cost. Common cosmetic repairs like hatch door replacement are also included. Getac provides training as part of the Self-Maintainer Program with an emphasis on parts replacement, product use and Getac's Service System processing.

Upon successful completion of training, Getac supplies an initial stock of seed parts at no cost. When a repair is needed, an individual from your organization diagnoses the problem, creates an RMA in Getac's Online Service System (GSS) then removes the required part from Getac consigned inventory and repairs the unit. Getac will then proactively replace the part back into consigned inventory.

FedEx TechConnect Program

With one of the lowest annual failure rates in the computer industry, Getac rugged devices are built to survive. If one does need repair beyond the Level I & Level II Self-Maintainer Program, the FedEx Tech Connect program makes it as convenient as possible.

Getac has partnered with FedEx TechConnect, a fast, convenient, reliable service repair center located in Memphis, TN. Warranty repairs can be initiated 24 hours a day, 7 days a week on the customer portal. With over 1,800 FedEx Office locations nationwide and FedEx drop-off locations on most US military bases, it is easy to find a drop-off location convenient to your organization. Once the device is shipped to the state-of-the-art facility in Tennessee, FedEx technology repair specialists provide diagnostics, repair, re-image and even upgrade services with quality assurance methodologies designed to verify everything is working properly.



All Getac warranty repairs are performed by Getac certified, expert technicians using Getac parts. Every repair comes with online three-stage tracking of the inbound shipment to the repair center, during repair or upgrade, and the return shipment back to the designated location. The 24/7 online monitored chain of custody allows real time tracking of the shipped devices. Average repair time is less than 3 days.

Getac Bumper-to-Bumper accidental damage warranty - see attached

TO:

February 15, 2023

Wireless Access Technologies
1911 Rhododendron Way
PO BOX 5704
Bellingham, WA 98227-5704

Letter of Authorization for Wireless Access Technologies

Getac Inc. ("Getac") hereby provides the following statement as part of the Wireless Access Technologies submission for ruggedized laptops, tablets, accessories and related products and services:

- a. The products offered in response to the requirement (including hardware, software, and/or support services) are genuine (i.e., not counterfeit and not unauthorized secondary market/gray market products) (note: all items, including part numbers where applicable, shall be listed in the document).
- b. Wireless Access Technologies has the certification/specialization level required by Getac (the Manufacturer) to support both the product sale and product pricing, in accordance with the applicable Getac certification/specialization requirements.
- c. Wireless Access Technologies shall receive Getac support services required to support the product(s), so long as Wireless Access Technologies is not in default of any payment terms for said product(s).
- d. Wireless Access Technologies has the authority to transfer to the end user all appropriate software licensed associated with the product(s).
- e. Getac will not deny required warranty support for the product(s) within the stated warranty period for that product.

Any questions or comments regarding the additional manufacturer information may be addressed to Maria Gutierrez, Contract Administrator, during normal business hours at (949) 247- 4114 or contract.administrator_US@getac.com.

Michael McMahon

Michael McMahon (Feb 15, 2023 11:12 CST)

Mike McMahon
President, USA
Getac, Inc.

Feb 15, 2023

Date



Getac Three (3) Year Bumper-to-Bumper Warranty

Getac's warranty obligations for this hardware product are limited to the terms set forth below:

Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of THREE (3) YEARS from the date of purchase by the original end-user purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers' territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product's use.

Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

The LCD, hard drive, motherboard, and keyboard are limited to one repair/replacement per unit per

year for damage that occurs due to accidental acts and exposure to environmental conditions.

This warranty does not apply to:

- (a) loss or theft;
- (b) fire;
- (c) submersion;
- (d) acts of god;
- (e) acts of war;
- (f) virus-inflicted damage;
- (g) intentional misuse or abuse;
- (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
- (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
- (j) a product on which any Getac serial number has been removed or defaced;
- (k) data recovery from hard drive failure;
- (l) All consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, and harnesses and any other options and accessories not listed above or covered under a separate warranty.
- (m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or
- (n) damage which occurs in shipment.

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANY OTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2



Datec Inc
364 Upland Drive
Tukwila, WA 98188

O: 206-575-1470
www.datecinc.net

July 12, 2024

Ontario Police Department
Attn: Chief Michael Iwai
444 SW 4th St.
Ontario, OR 97914

Ref: Solicitation OPD-24-1 Laptop Computers and Required Accessories

Greetings Chief Iwai;

Datec, Inc. is pleased to provide our submission for the above referenced solicitation. Datec, Inc. has been in business, in the same location, since 1975. We are a technology solutions provider for dozens of industry leading companies, including Panasonic. Datec, Inc. has been an authorized reseller and fulfillment partner for Panasonic North America products for over 25 years. We are positioned within the Panasonic Partner Program at their highest tier (Diamond Level "Prime" Reseller). In 2020 we were recognized as Panasonic's National MVP (most valuable partner).

As an authorized partner of Panasonic, and through their sub-contracting relationship with other mobile computer related companies and service provider, everything listed in our accompanying proposal will be sourced through Panasonic, with order oversight, communication, and project management coming from Datec.

We have carefully reviewed the requirements listed in your solicitation, and we are pleased to let you know that we can comply 100% with the requirements - with some minor clarifications which are itemized in the following pages of our response.

We are pleased to be supporting Ontario Police department and our business partner, Panasonic, to make this project a success from bid to post-deployment. If you have any questions regarding our proposal, please contact our Project Manager, Bob Stein at 206-909-5272 or via email at Bob.Stein@DatecInc.net

We look forward to hearing from you soon!

Sincerely,

A handwritten signature in black ink that reads "Bob Stein". The signature is fluid and cursive, with the first name "Bob" being more prominent than the last name "Stein".

Bob Stein
Director / Principal



Section A: Overview

Datec understands

Section B: Definitions

Datec Understands

Section C: Technical Performance Requirements

1) Laptop Computer / Tablet Computer:

Datec understands and has provided manufacturer (Panasonic) Product Spec sheets for the FZ-55 and CF-33 TOUGHBOOK products, which meet or exceed the listed requirements.

2) Required Accessories

Datec understands and products included in our response comply with specification.

3) Installation Service and other expenses

Datec will comply with this requirement with the following clarification. All Installation Services are provided by Panasonic's contracted subcontractor Mobile Mounts. This will require planning meetings, post-award, with all stakeholders, including Ontario PD / IT project manager, Mobile Mounts Project Manager, Panasonic Sales, Datec Project Manager. Timing for meetings and performing the services requested will be dependent upon equipment production timeline, and vehicle coordination and scheduling.

4) Mil-STD-810H Environmental Test

Datec has provided Panasonic's independent product certification and testing methods in the following pages.

5) Deployment Services

Datec can comply with this requirement with the following clarification. All Deployment Services are to be provided by Panasonic pre-delivery of computers to Ontario PD. Complying with this requirement will require planning meetings, post award, with all stakeholders. Image creation will be the responsibility of Ontario PD/IT, and image validation can only occur once a confirmed image (GOLD image) has been validated by both, Ontario PD, and Panasonic's Professional Services Group (Panasonic PSG).

6) Installation Services & Project Timeline

It is likely that this timeline requirement can be met. There are some variables associated with this requirement that Datec is not in control of. Product production, delivery timeframe, availability of Ontario IT/PD resources and vehicles, the timeline associated with the creation and testing of the images, are all variables that fall outside of our control. Please see the section titled "Proposed/Draft Project Timeline" that we will use as our initial guide to keep this project on schedule and on budget.

7) Warranty

Datec complies with this requirement. All warranties as proposed are provided by the product manufacturers.



8) Enhanced Warranties

Datec complies with this requirement. All warranties as proposed are provided by the product manufacturers.

9) Extended Warranties

Datec complies with this requirement. All warranties as proposed are provided by the product manufacturers.

Proposed/Draft Project Timeline

July 15-30 Purchase order / contract execution between Ontario and Datec, Inc.

July 15-30 Orders will be submitted to manufacturers with various items shipping to locations below:

- a) Panasonic PSG (computers)
- b) Mobile Mounts for kitting and installation Prep (Cradlepoint, antennas, mounts, vehicle docks, vehicle power supplies)
- c) Ontario Police (Desktop Docks, and AC adapters)

July 15–30 Online meeting and/or conference call to synch Ontario IT/PD with PSG on image creation and testing requirements while equipment is being manufactured and prepped for shipping. Equipment delivery to PSG or Mobile Mounts will typically take 4-6 weeks. Panasonic will need to supply 1 laptop/tablet of each computer (or ship production units, when available) in advance for Ontario to create and begin the image validation and testing process with PSG.

August 15-30 Installation dates planning meeting/call to identify the equipment delivery timeline, vehicle availability, and confirm image creation-testing completion.

August 15-30 Assuming all equipment delivery dates have been identified, image creation testing and pre-deployment services have been scheduled, we can begin discussing the availability for the Ontario PD/FD vehicles and target dates to begin - complete the installation and training efforts.

Ongoing from date of contract execution:

Weekly updates on all equipment delivery ETA's will be provided by Datec / Panasonic.

On site meeting or online meetings will be "as needed."

THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND
SUBMITTED AS THE OFFEROR'S BID.

APPENDIX B: PRICING/CERTIFICATIONS

Datec, Inc.

Name of Offeror (Legal Name)

TO: Ontario Police Department

SOLICITATION NO. **OPD-24-01**

The undersigned hereby agrees to deliver the specified equipment herein, at the bid prices quoted below, in strict compliance with this Request for Bid attached hereto and by reference made a part thereof.

Description	Qty	Unit Price	Total Price
New laptop computers; please note the manufacturer and model number here: <u>FZ-55J2-00BM</u>	28	<u>2844.21</u>	<u>79,637.88</u>
Desktop docks for laptop computers	28	<u>348.10</u>	<u>9,746.80</u>
New tablet computers; please note the manufacturer and model number here: <u>CF-33TZ-1VAM</u>	3	<u>4051.07</u>	<u>12,153.21</u>
New detachable keyboard made to create a laptop functionality with tablet	1	<u>513.52</u>	<u>513.52</u>
Deployment services per section 5 <u>3 YRS</u>	31	<u>Included</u>	<u>0</u>
Enhanced Warranty re Accidental Damage (3 years) <u>3 YRS</u>	31	<u>Included</u>	<u>0</u>
Enhanced Warranty re No Return Defective Hard Drive (3 years)	31	<u>Included</u>	<u>0</u>
Enhanced Warranty re Battery Warranty (3 years) <u>5 YRS</u>	31	<u>173.35</u>	<u>5,373.85</u>
Extended Standard Warranty through years 4 & 5 for all warranties <u>CF-33 + FZ-55 + Cradlepoint</u>	31	<u>521.76</u>	<u>16,174.56</u>
Dual Pass Vehicle Docking Stations with power supplies compatible with the 17 laptops being offered	17	<u>4869.60</u>	<u>82,773.00</u>
Dual Pass Vehicle Docking Stations with power supplies compatible with the 3 Tablets (tablet only) being offered	3	<u>5050.00</u>	<u>15,150.00</u>
Cradlepoint router with Wi-Fi and accessories required for use and a complete installation	20	<u>Included</u>	<u>0</u>
Removal of existing equipment, installation of new device, docking station, and router in vehicle, including testing and sign-off	20	<u>Included</u>	<u>0</u>
Freight and inside delivery, F.O.B. place of destination, of each laptop computer and its required accessories.	31	<u>101.00</u>	<u>3,131.00</u>

TOTAL SUM BID (all items listed above) = \$ 224,653.82

It is understood and agreed that the goods and/or services as specified herein are being furnished for the exclusive use of Ontario Police and Fire Departments.

Respectfully submitted,

Name of Offeror: Datec, Inc.

Signature: Robert Stein

Print Name and Title of the Offeror's Signatory Above: Robert Stein, Director-Principal

Business address of Offeror: (Street Address): 364 Upland Drive

City, State, Zip Code: Seattle, WA 98188

Business mailing address (If other than address above): Same

City, State, Zip Code: Same

Payment mailing address (If other than address above): Same

City, State, Zip Code: Same

Business Telephone No: 206-909-5272

Business Cellular No: 206-909-5272

Business E-Mail Address: Bob.Stein@DatecInc.net

Person to Contact if Awarded: Bob Stein



Contact: Bob Stein
364 Upland Drive, Seattle, WA 98188

206/909-5272 cell

Fed TAX ID 91-0930538

Email Po To: bstein@datecinc.net

Fax PO To: Email Only Please

Quote# Q24G11099

Date: 07/12/24

Std. Govt. Terms: Net 30 Days for Check or ACH payments

Validity: 45 Days from Date of Quote

Quote Prepared For:

**Ontario Police Dept.
Chief M. Iwai**

Part Number	Description	Qty	Unit Price	Ext. Price
TOUGHBOOK FZ-55J2-00BM	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7511, Dual Pass (Ch1:WWAN-GPS/Ch2:WWAN), Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Mobility Field Engineering Service	28	\$2,844.21	\$ 79,637.88
CF-33TZ-1VAM	Win11 Pro, Intel Core i5-1245U vPro (up to 4.4GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Contactless Smartcard, Standard Batteries (2), TPM 2.0, Flat, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Field Engineering Support	3	\$4,051.07	\$ 12,153.21
CF-SVCPSY5	Public Sector 5th year Service Bundle. Includes 4th and 5th year of Premier Deployment service, 4th and 5th year of HDD no return service, and 4th and 5th year ProPlus warranty entitlement. Prerequisite is concurrent purchase of a 3 year Public Sector bundle model.	31	\$521.76	\$ 16,174.56
CF-VEK335LMP	Premium Emissive Keyboard for CF-33 Mk3 (not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps (2), USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle/Kickstand. Display can be Opened to any Angle and Supports Convertible Mode. Compatible with Tablet, 33 Laptop Vehicle Dock and 33 Desktop Dock.	1	\$513.52	\$ 513.52
Accessory / Options				
FZ-VEB551U	Desktop Dock for FZ-55. USB-A (4), HDMI (2), VGA, Serial, LAN. NO AC Adapter Included.	28	\$348.10	\$ 9,746.80
CF-SVCBATSW5Y	5 YEAR SMART BATTERY WARRANTY WITH SMART BATTERY MONITORING SOFTWARE FOR WINDOWS TOUGHBOOKS PRIMARY BATTERY. FZ-55. REQUIRES INSTALLATION OF SMART BATTERY MONITORING SOFTWARE	28	\$159.25	\$ 4,459.00

CF-SVCBATX2SW5Y	5 YEAR DUAL SMART BATTERY WARRANTY WITH SMART BATTERY MONITORING SOFTWARE FOR PANASONIC TOUGHBOOK CF-33, REQUIRES INSTALLATION OF SMART BATTERY MONITORING SOFTWARE, AND COVERS BOTH THE PRIMARY AND 2nd BATTERY WITHIN THE COVERED UNIT	3		\$304.95	\$ 914.85
Bundled Eqpt / Sves					
ST-DEPINONTAR01	Customer Specific - Ontario PD & Fire - FZ55 Dock and Cradlepoint Solution - Package includes FZ55 Lite dual pass-thru dock with power supply, vertical base mount, 7 upper pole, locking slide arm with clevis, Vehicle Power Distribution, Cradlepoint R920 router with WiFi with 5-year NetCloud Essential, CAT6 ethernet, 5-in-1 antenna (LTE x2, WiFi x2, GNSS x1), and required wiring kits. All project management, installation, travel expenses. Pricing is based on a minimum of 4 vehicles per tech per day.	17		\$4,869.00	\$ 82,773.00
ST-DEPINONTAR02	Customer Specific Ontario Fire - Rosenbauer Timberwolf - CF33 Tablet (no keyboard) and Cradlepoint Solution - Package includes LITE dual pass-thru tablet dock with power supply, vertical base mount, 7 upper pole, locking slide arm with clevis, Vehicle Power Distribution, Cradlepoint R920 router with WiFi with 5-year NetCloud Essential, CAT6 ethernet, 5-in-1 antenna (LTE x2, WiFi x2, GNSS x1) and required wiring kits. All project management, installation, travel expenses. Pricing is based on the coordination of adding (1) Rosenbauer with installation of FZ55 Installations.	3		\$5,050.00	\$ 15,150.00
MS Ship/Frt/Kit/Misc	Standard Ground Shipping/Freight/Handling/Kitting/Pallets for delivery from Mfctr to PSG/MM/Ontario	31		\$101.00	\$ 3,131.00
					\$ -
				Sub Total	\$224,653.82
				Sales Tax	
				Total	\$224,653.82

Terms and Conditions:

Warranty Terms	Only the manufacturer's warranties apply to all products sold
Invoice Terms	Datec invoices Customer when Manufacturer invoices Datec.
Invoice Terms	Payments are due Net 30 Days invoice date (invoices sent upon any shipment of equipment)
Invoice Terms	Multiple/Phased Shipments are likely. Invoices will be issued upon shipment or services completed.
Delivery ETA	Typical shipping timeframe is 6-8 weeks ARO (subject to change)
Payment Terms	Credit card payments are not accepted for orders over \$1000 without prior approval fro Datec
Payment Terms	Payment accepted are check or ACH

July 10, 2024

City of Ontario - Ontario Police Dept, Ontario, OR
Michael Iwai - Police Chief
444 SW 4th Street
Ontario, OR 97914
Michael.Iwai@ontariooregon.org
541-881-3225

Ref: Panasonic Letter of Authorization – Datec Inc
PANID: P000544

Datec Inc
Bob Stein - Director / Principal
364 Upland Dr.
Seattle, WA 98188
Bob.Stein@datecinc.net
206-909-5272

Panasonic Connect North America (Connect NA) notates that Datec Inc. is authorized to sell and deploy Computer & Tablet products as associated with the City of Ontario Police Department under the OPD-24-1 proposal. Warranty services will be provided by the manufacturer or its subsidiary within the United States.

Should you have any further questions, please contact us directly at loa@us.panasonic.com.

V/R,


Dan disenhouse (Jul 10, 2024 10:35 EDT)

Dan Disenhouse
Vice President, Business Operations
Panasonic Connect of North America,
Division of Panasonic Corporation of North America

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Datec, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
364 Upland Drive

6 City, state, and ZIP code
Tukwila, WA 98188

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

9	1	-	0	9	3	0	5	3	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Robert Ste...

Date ▶

5-3-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SOUTHWEST RESEARCH INSTITUTE®

6220 CULEBRA ROAD 78238-5166 • SAN ANTONIO, TEXAS, USA • 210.684.5111 • SWRI.ORG

MECHANICAL ENGINEERING DIVISION

October 26, 2022

TEST DATA SUMMARY

SwRI Project No: 18.18328.04

Customer Name: Panasonic System Communications Company
Two Riverfront Plaza
Newark, NJ 07102
Attn: Pala Vachirabanjong

Equipment Tested: Panasonic TOUGHBOOK 33

Test Date(s): Testing completed December 29, 2021

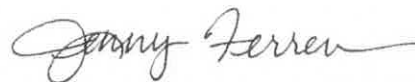
Test Reference: MIL-STD-810H, "Department of Defense Test Method Standard for Environmental Engineering Considerations and Laboratory Tests,"
31 January 2019.

The Panasonic TOUGHBOOK 33 was tested at Southwest Research Institute for compliance to client specified requirements of the referenced standard(s). Original testing of the TOUGHBOOK 33 was performed in 2017 and 2018, in accordance with previous versions of the MIL-STD-810. Gap testing was performed in December 2021 to cover any test conditions not yet compliant with updated MIL-STD-810H requirements. Throughout all testing, the test item was evaluated for performance-affecting physical damage, for its ability to successfully re-boot the operating system following a non-operating test exposure, and to continue to play an audio/video file during operating test environments. Results of the testing performed are summarized in Table 1 below. Unless otherwise specified, all testing was performed with the TOUGHBOOK 33 tablet attached to a Premium Keyboard as well as the TOUGHBOOK 33 tablet attached to a Lite Keyboard. Where noted, certain tests were also performed on the TOUGHBOOK 33 tablet only (without keyboard attachment).

This summary is not intended to be a stand-alone document. A full report including detailed configuration information, test procedures and results will be issued as Southwest Research Institute (SwRI) Test Report 18.18328.04.100.FR1, Issue 1.

This summary shall not be reproduced, except in full, without written approval of Southwest Research Institute. The results of this summary apply only to the specific samples tested. If the manufacturer extends the test results to apply to other samples of the same model, or from the same lot or batch, the manufacturer should ensure the additional samples are manufactured using identical electrical and mechanical components and assembly procedures.

Approved by:



Jenny Ferren
Senior Manager - R&D
Structural Dynamics & Product Assurance
Mechanical Engineering Division



Table 1: Summary of Test Results - Panasonic TOUGHBOOK 33

TEST DESCRIPTION	MIL-STD-810H METHOD	GENERAL PARAMETERS	RESULTS
Altitude: Storage / Air Transport	Method 500.6, Procedure I	Non-Operating (50,000 ft.)	Pass
Altitude: Operation / Air Carriage	Method 500.6, Procedure II	Operating (50,000 ft.)	Pass
High Temperature: Storage	Method 501.7, Procedure I	160°F Non-Operating, Hot Dry/Induced, 7 cycles (days)	Pass
High Temperature: Operation	Method 501.7, Procedure II	145°F Operating Constant temperature	Pass
High Temperature: Tactical-Standby to Operational	Method 501.7, Procedure III	160°F Storage Non-Operating to 145°F Operating (test for operation)	Pass
Low Temperature: Storage	Method 502.7, Procedure I	-60°F, Non-Operating	Pass
Low Temperature: Operation	Method 502.7, Procedure II,	-20°F, Operating on Batteries	Pass
		-25°F, Operating with AC Adapter	Pass
Temperature Shock	Method 503.7, Procedure I-C	200°F to -60°F, 3 cycles	Pass
Contamination by Fluids	Method 504.3 Procedure I	See full report for list of test fluids; testing performed also as tablet only	Pass
Solar Radiation	Method 505.7 Procedure I	Category A1, Cyclic, 7 cycles (days)	Pass
Rain: Blowing Rain	Method 506.6, Procedure I	5.8in/hr. rain @ 70 mph wind; 30 min/face, Operating	Pass
Rain: Drip	Method 506.6, Procedure III	15 minute exposure, Operating	Pass
Humidity	Method 507.6, Procedure I	Cycle B3, Induced, Cycle from 91°F to 160°F; 95%RH; 15 cycles (days)	Pass
	Method 507.6, Procedure II	Aggravated; 86°F to 140°F, 95%RH 10 cycles (days)	Pass
Salt Fog	Method 509.7 Procedure I	5% NaCl by mass; testing performed also as tablet only	Pass
Sand and Dust: Blowing Dust	Method 510.7, Procedure I	Operating temperature of 140°F; testing performed also as tablet only	Pass
Sand and Dust: Blowing Sand	Method 510.7, Procedure II	Operating temperature of 140°F; testing performed also as tablet only	Pass
Explosive Atmosphere	Method 511.7, Procedure I	Operation in an explosive atmosphere	Pass
Vibration: General Vibration - Non-Operating	Method 514.8, Procedure I	Category 24, General Minimum Integrity, 1 hr./axis	Pass
Vibration: General Vibration - Operating	Method 514.8, Procedure I	Category 4, Common Carrier, 2 hrs./axis	Pass
		Category 4, Composite Wheeled Vehicle, 2 hrs./axis ¹	Pass
Vibration: Loose Cargo	Method 514.8, Procedure II	Category 5, 2.54cm (1 inch) diameter orbital path at 5 Hz	Pass
Shock: Functional	Method 516.8, Procedure I	40g, 11ms, Operating: 3/direction/axis	Pass

¹ As per client instruction, test parameters for vibration for *Composite Wheeled Vehicles* followed MIL-STD-810G, which had higher g_{RMS} levels than in MIL-STD-810H.

TEST DESCRIPTION	MIL-STD-810H METHOD	GENERAL PARAMETERS	RESULTS
Shock: Transit-Drop 36-in.	Method 516.8, Procedure IV	26 drops at 36 in. height onto 2-in. plywood, Operating. All drops on the same unit. Testing performed on a tablet attached to Lite keyboard.	Pass
Shock: Transit-Drop 48-in.	Method 516.8, Procedure IV	26 drops at 48 in. height onto 2-in. plywood, Operating. All drops on the same unit. Testing performed on a tablet attached to Premium keyboard.	Pass
Shock: Transit-Drop 60-in.	Method 516.8, Procedure IV	26 drops at 60 in. height onto 2-in. plywood, Operating. All drops on the same unit. Testing performed on a tablet attached to Premium keyboard.	Pass
Shock: Bench Handling	Method 516.8, Procedure VI	Four pivot drops onto each of two resting surfaces.	Pass
Freeze/ Thaw	Method 524.1, Procedure III	Rapid Temperature Change; Test effects include condensation and fog.	Pass

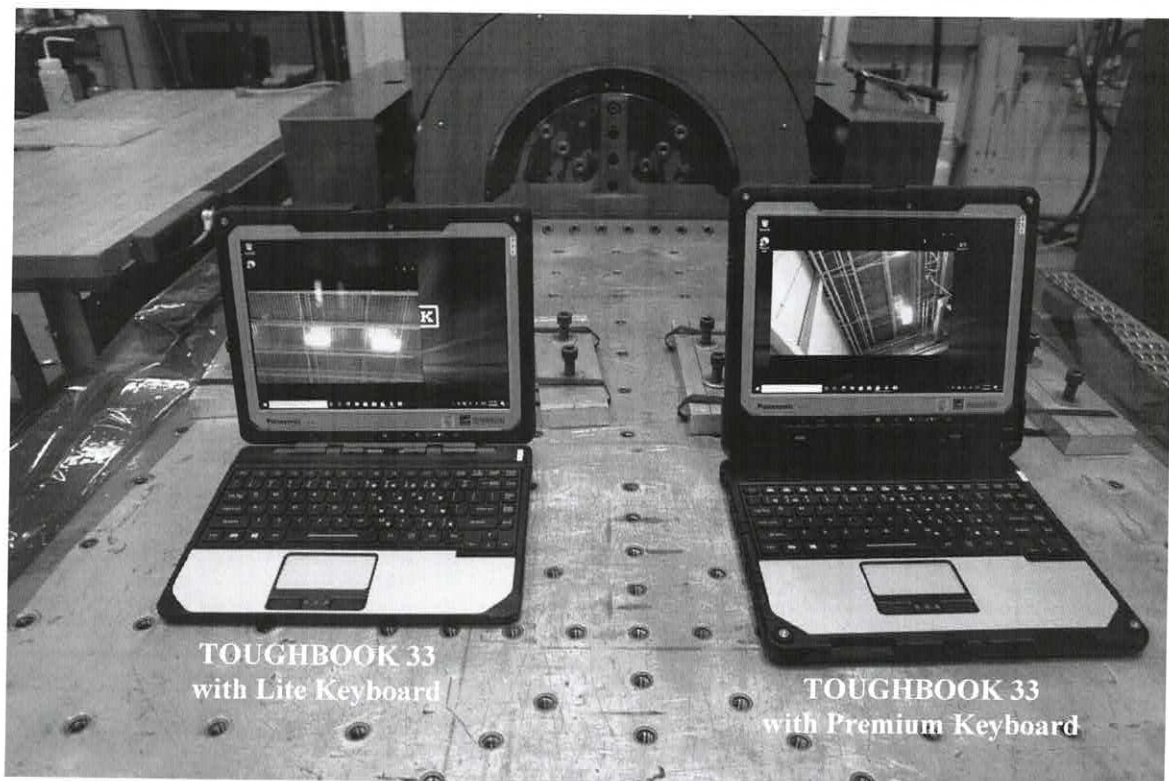


Figure 1: Panasonic TOUGHBOOK 33 Units Under Test

SOUTHWEST RESEARCH INSTITUTE®

6220 CULEBRA ROAD 78238-5166 • P.O. DRAWER 28510 78228-0510 • SAN ANTONIO, TEXAS, USA • (210) 684-5111 • WWW.SWRI.ORG

MECHANICAL ENGINEERING DIVISION

September 4, 2019

TEST DATA SUMMARY

SwRI Project No: 18.18276.05

Customer Name: Panasonic System Communications Company
Two Riverfront Plaza
Newark, NJ 07102
Attn: Pala Vachirabanjong

Equipment Tested: Panasonic TOUGHBOOK 55 Laptop

Test Date(s): July 19 through August 8, 2019

Test Reference: MIL-STD-810H, "Department of Defense Test Method Standard for Environmental Engineering Considerations and Laboratory Tests," 31 January 2019.
IEC 60529, "Degrees of protection provided by enclosures (IP Code)," Ed. 2.2, August 2013.
ASTM D4169-16, "Standard Practice for Performance Testing of Shipping Containers and Systems."

The Panasonic TOUGHBOOK 55 was tested at Southwest Research Institute for compliance to client specified requirements of the referenced standards. The test item was evaluated for performance-affecting physical damage, and for its ability to successfully re-boot the operating system following a non-operating test exposure, and to continue to play an audio/video file during operating test environments. Results of the testing performed are summarized in Table 1 below.

This summary is provided for review while the final report is in progress, and is not intended to be a stand-alone document. A full report including detailed configuration information, test procedures and results will be issued as Southwest Research Institute (SwRI) Test Report 18.18276.05.100.FR1, Issue 1.

This summary shall not be reproduced, except in full, without written approval of Southwest Research Institute. The results of this summary apply only to the specific samples tested. If the manufacturer extends the test results to apply to other samples of the same model, or from the same lot or batch, the manufacturer should ensure the additional samples are manufactured using identical electrical and mechanical components and assembly procedures.

Authored By:



Rick Pitman
Principal Engineering Technologist,
Structural Dynamics & Product Assurance
Mechanical Engineering Division

Approved By:



Jenny Ferren
Manager,
Structural Dynamics & Product Assurance
Mechanical Engineering Division



Benefiting government, industry and the public through innovative science and technology

Table 1: Summary of Test Results - Panasonic TOUGHBOOK 55

TEST DESCRIPTION	TEST PROCEDURE	GENERAL PARAMETERS	RESULTS
Altitude: Storage / Air Transport	Method 500.6, Procedure I	Non-Operating (40,000 ft)	Pass
Altitude: Operation / Air Carriage	Method 500.6, Procedure II	Operating (40,000 ft)	Pass
High Temperature: Storage	Method 501.7, Procedure I	160°F Non-Operating, 7 days	Pass
High Temperature: Operation	Method 501.7, Procedure II (Constant)	140°F Operating	Pass
High Temperature: Tactical - Standby to Operational	Method 501.7, Procedure III	(+160°F) High storage Non-Operating to (+140°F) High Operating (test for operation)	Pass
Low Temperature: Storage	Method 502.7, Procedure I	-60°F, Non-Operating	Pass
Low Temperature: Operation	Method 502.7, Procedure II,	-20°F, Operating	Pass
Temperature Shock	Method 503.7, Procedure I	From +160°F to -60°F, three cycles	Pass
Humidity	Method 507.6, Procedure II (Aggravated)	Temperature cycles from 86°F to 140°F; 95%RH	Pass
Sand and Dust: Dust	Method 510.7, Procedure I	Blowing Dust: Operating Operating temperature at 140°F	Pass
Sand and Dust: Sand	Method 510.7, Procedure II	Blowing Sand: Operating Operating temperature 140°F	Pass
Vibration: General Vibration - Operating	Method 514.8, Procedure I	Category 4, Typical mission / field transportation scenario (Figure 514.7C-2), 2hrs/axis	Pass
		Category 4, Ground vehicles - Ground mobile, Composite wheeled vehicles, (Fig 514.7C-4), 2hrs/axis	Pass
Vibration: General Vibration - Non-Operating	Method 514.8, Procedure I	Category 24, General minimal integrity, Non-operating	Pass
Vibration loose cargo procedure II	Method 514.8 Procedure II	Category 5, 2.54cm (1 inch) diameter orbital path at 5Hz	Pass
Shock: Functional	Method 516.8, Procedure I	40g, 11ms, Operating; 3/direction/axis	Pass
Shock - Materials to be Packaged Transportation	Method 516.8, Procedure II	On-road and Off-road shocks from 5.1g, 11ms to 15.2g, 5ms (Table 516.8-VII)	Pass
Shock: Transit-Drop 36-inch	Method 516.8, Procedure IV	26 drops at 36in height on to 2in plywood, Non-Operating. All drops on the same unit.	Pass
Shock: Crash Hazard	Method 516.8, Procedure V	Ground and Flight Equipment	Pass
Shock Bench Handling	Method 516.8, Procedure VI	4" rotational edge drops onto all faces; 4x onto top and bottom, 1x onto other faces.	Pass
Freeze/ Thaw	Method 524.1, Procedure III,	Rapid Temperature Change; Test effects include condensation and fog	Pass
Random Vibration	ASTM D4169-16	Truck Profile, Medium Level	Pass
IP5X	IEC 60529	Dust Protected	Pass
IPX3	IEC 60529	Water Protected – Spraying	Pass

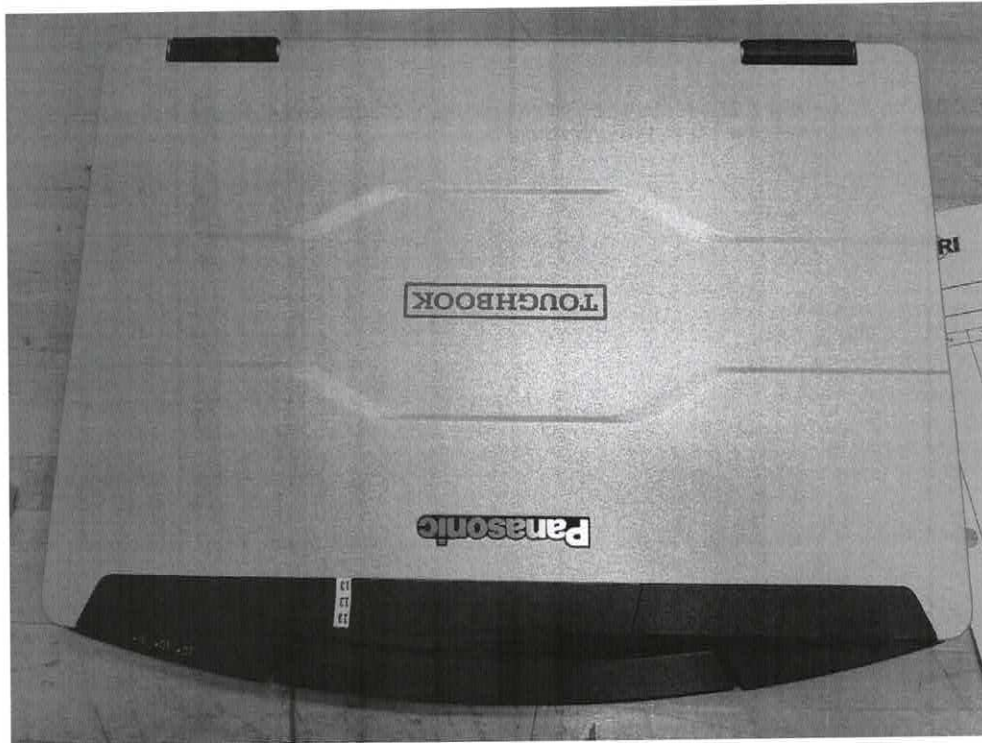


Figure 1: Panasonic TOUGHBOOK 55 Unit Under Test, Top View



Figure 2: Panasonic TOUGHBOOK 55 Unit Under Test, Bottom View



Figure 3: Panasonic TOUGHBOOK 55 Unit Under Test



TOUGHBOOK 55

- Innovative modular design and user-removable xPAK's offer unparalleled customization
- Unprecedented all-day battery life
- MIL-STD-810H and IP53 certified magnesium alloy design with built-in handle
- Backwards compatibility with the previous generation of vehicle and desktop docks
- State of the art technology including infrared webcam with AI noise reduction microphones and privacy cover

AWARD WINNING MODULAR DESIGN AND ALL-DAY BATTERY LIFE

The Panasonic TOUGHBOOK® 55 breaks new ground offering unrivaled flexibility in even the most demanding and unpredictable environments with its innovative modular expansion packs (xPAK's). I/O, optical drives, authentication readers, and even the barcode reader xPAK are all user-upgradeable. Backwards compatibility with the previous generation of docks protects customers' investments while saving time and resources. Built with state of the art technology, the TOUGHBOOK 55 offers the latest Intel® 13th Gen CPU with up to 14 processors, up to 64GB of RAM, up to 3TB of storage, microphones with AI noise reduction, color-selectable backlit keyboard and 92db speakers.

MIL-STD-
810H

IP53

3-FOOT
DROP RATING

na.panasonic.com/TOUGHBOOK55 | 1-888-245-6344

TOUGHBOOK 55 Mk3

SPEC SHEET



TOUGHBOOK 55

SOFTWARE

- Windows® 11 Pro
- Panasonic Utilities and Recovery Partition
- Waves MaxxAudio®
- Enterprise ready driver packages including CAB files and one-click driver bundles
- CORE Asset Management

CERTIFICATIONS & DURABILITY

- MIL-STD-810H: 3' drop, shock, bench handling, vibration, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, humidity)¹
- IP53³
- ASTM D4169-16⁴
- Spill-resistant keyboard
- Magnesium alloy chassis with handle
- User-removable xPAK's, RAM, keyboard, battery and caged SSD (w/heater)⁵
- Raised bezel for LCD impact protection
- Replaceable screen protector

CPU

- Intel® Core™ i5-1345U vPro® 10-core processor¹⁷
– Up to 4.7GHz with Turbo Boost, 12MB cache
- Intel® Core™ i7-1370P vPro® 14-core processor
– Up to 5.2GHz with Turbo Boost, 24MB cache

STORAGE & MEMORY

- User-upgradeable RAM (up to 2 DIMM's)
16-64GB total (DDR4-3200MHz)^{1,4}
- Main SSD: 512GB, 1TB or 2TB quick-release OPAL NVMe with heater⁵
- Optional 2nd SSD: 512GB or 1TB quick-release OPAL NVMe with heater⁵

DISPLAY & GRAPHICS

- Display
– 14.0" HD 1366 x 768
– 14.0" FHD 1920 x 1080 capacitive touch (1000 nit)
- IPS with direct bonding
- Anti-reflective (AR) and anti-glare (AG) screen treatments on Touch model
- Graphics
– Intel® UHD Graphics (units with 1 DIMM)
– Intel® Iris® Xe Graphics (units with 2 DIMM's)¹
- Supports up to 4 displays
- Concealed Mode; Day/Night Mode

AUDIO

- Integrated dual-array mic w/AI noise reduction
- Waves MaxxAudio®
- Integrated 92db speakers (top-facing)
- Keyboard volume and mute controls

WEBCAM

- 2MP (1080p) w/privacy cover
- Infrared with Windows Hello support

KEYBOARD & INPUT

- Touch model: Stylus pen, stylus holder and tether
- Touch model: 4 modes (glove, touch, pen, pen/touch)
- Backlit keyboard icons (Caps lock, Num Lock, Scroll Lock, Storage Drive, SD Card)
- User-removable 82-key emissive keyboard¹
– 4 programmable keys (A1-A4)
– Color-selectable backlight with 4 adjustable levels
- Electrostatic touchpad with multi touch

OPTICAL DRIVE

- Optional Blu-ray Drive (xPAK)^{5,6}
- Optional DVD Drive (xPAK)^{5,6}

INTERFACE

- USB-C Thunderbolt™ 4, 40Gbps 3A (PD, DP)
- USB-A x2 (10Gbps 1.5A, 5Gbps 0.9A)
- Optional USB-C (5Gbps); Optional USB-A (5Gbps)⁷
- Optional Fischer® USB (Core Series 5-pin)⁷
- MicroSDXC UHS-I
- HDMI 4K
- Optional VGA⁷
- Ethernet 1Gbps RJ-45
- Optional 2nd Ethernet 1Gbps RJ-45⁷
- Optional Serial (True) D-sub 9-pin¹
- Audio In/Out 3.5mm
- Dual SIM (Nano-SIM 4FF x1, eSIM x1)

WIRELESS

- Optional 4G EM7511 (up to 600 Mbps)
– 4G (LTE, LTE-A)
– Multi carrier (AT & T, FirstNet, Verizon)
– Satellite GPS & CBRS Band 48 Capable⁸
- Optional dedicated GPS (u-blox NEO-M8N)
- Optional dual antenna pass-through
- Intel® Wi-Fi 6E AX211 (up to 2.4 Gbps)
- Bluetooth® v5.3 (Class 1)
- Airplane mode Fn key

POWER

- Li-ion battery:
– 10 hours (20 w/opt. 2nd battery)^{9,10}
– 10.8V, 6500mAh typical (6300mAh min)
- Hot swap with optional 2nd battery¹⁰
- Battery charging time: 3 hours (each battery)⁹
- TOUGHBOOK Smart Battery Technology
- AC Adapter: AC 100V-240V worldwide power, auto sensing/switching

SECURITY FEATURES

- Secured-core PC
- TPM v2.0
- NIST BIOS compliant
- Persistence™ technology by Absolute in BIOS¹¹
- Kensington cable lock slot
- Encrypted OPAL SSD's
- Optional locking screws for SSD and xPAK's
- Optional fingerprint reader xPAK's¹⁰
– Secured-core PC (363 DPI)
– Active Directory (385 DPI)
- Optional insertable Smart Card reader xPAK's¹⁰
- Optional contactless Smart Card Reader xPAK's^{10,11}
– 13.56MHz (ISO 14443 A/B, ISO 15693, 18092)

DIMENSIONS & WEIGHT

- 10.7"(L) x 13.6"(W) x 1.3"(H)
- 4.6 lbs. (HD model), 4.9 lbs. (Touch model)

WARRANTY

- 3-year limited warranty, parts and labor

INTEGRATED OPTIONS

- 4G EM7511 modem
- Dedicated GPS (u-blox NEO-M8N)
- Dual antenna pass-through
- Main SSD (OPAL)
 - 512GB FZ-VSDR5535W
 - 1TB FZ-VSDR5537W
 - 2TB FZ-VSDR5539W
- Memory Cards
 - 16GB DDR4 FZ-BAZ2216
 - 32GB DDR4 FZ-BAZ2232
- Backlit Emissive Keyboard FZ-VKB55107U
- Rear Expansion Area xPAK's
 - VGA + Serial + USB-A FZ-VCN551W
 - VGA + Serial + LAN FZ-VCN552W
 - VGA + Serial + Fischer USB FZ-VCN553W
 - USB-C + USB-A FZ-VCN554W¹²
- Right Expansion Area
 - Fingerprint (MSFT SC-PC) xPAK FZ-VFP551W
 - Fingerprint (Active Dir) xPAK FZ-VFP552M
 - Contactless Smart Card xPAK FZ-VNF552M¹²
 - Insertable Smart Card xPAK FZ-VSC551W
 - 2nd Battery FZ-VZSU1HU
- Left Expansion Area xPAK's
 - Barcode Reader (N670 3HD) FZ-VBR552M¹²
 - Blu-ray Drive FZ-VBD553W
 - DVD Drive FZ-VDM553W
 - Insertable Smart Card FZ-VSC552W
 - 512GB 2nd SSD OPAL FZ-VSD55133W
 - 1TB 2nd SSD OPAL FZ-VSD55133W

Please consult your reseller or Panasonic representative to learn more about the TOUGHBOOK 55 and the wide variety of accessories and services offered.

- Base model tested by national independent third party lab following MIL-STD-810H Method 516.8 Procedure IV for transit drop test and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP.
- Keyboard is user-replaceable, but once removed, the old keyboard must be discarded.
- 1GB = 1,000,000,000 bytes. Total usable memory will be less depending upon actual system configuration.
- Units equipped with two DIMM (memory cards) come with Intel Iris Xe graphics instead of Intel UHD graphics.
- Barcode Reader, Insertable Smart Card CAC Reader, DVD Drive, Blu-ray Drive and 2nd SSD Drive in Left Expansion Area are mutually exclusive.
- Power2Go and PowerDVD software not included.
- VGA+Serial+USB-A, VGA+Serial+Fischer USB and VGA+Serial+LAN and USB-C+USB-A in Rear Expansion Area are mutually exclusive.
- The module firmware and the device antenna system have obtained technical approval by commercial carriers in the US. It is customer's responsibility to assure that the module firmware and the device antenna system are compatible with the customer's Private LTE network using Band 48.
- Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery test results from MobileMark 25 at 250 nit, connected to Wi-Fi and using the Office Productivity and Creativity scenarios. MobileMark 2014 battery life results is 18 hours (56 with optional long life batteries) tested at 150 nit, connected to Wi-Fi and using just the Office Productivity scenario.
- 2nd Battery, Fingerprint Reader, Contactless Smart Card Reader and Insertable Smart Card Reader in Right Expansion Area are mutually exclusive.
- Requires software and activation to enable theft protection.
- Late availability

na.panasonic.com/TOUGHBOOK55 | 1-888-245-6344

TOUGHBOOK 55 Mk3

Panasonic is constantly enhancing product specifications and accessories. Specifications subject to change without notice.

Trademarks are property of their respective owners. ©2023 Panasonic Connect North America, a division of Panasonic Corporation of North America. All rights reserved. PA-12633 1123



SPEC SHEET





TOUGHBOOK 33

Keyboard
Optional

- First fully rugged product with a 3:2 screen for easier handling and better viewing of business applications
- Optional i7-1270P processor with 12-cores of computing power
- Infrared webcam and Windows Hello enables biometric user authentication
- Optional quick-release SSD includes insertable Smart Card and long life batteries
- Twin battery design enables hot-swap battery replacement for continuous use

12" TABLET EASILY CONVERTS TO A LAPTOP WITH OPTIONAL KEYBOARD.

The Panasonic TOUGHBOOK® 33 offers unparalleled flexibility in even the most demanding and extreme environments and is the world's first fully rugged 2-in-1 PC with a 3:2 screen. Inspired by the increasing demands of mobile professionals, the TOUGHBOOK 33 delivers rugged mobility in a highly customizable package that also includes a generation of backward compatibility¹. It has an optional i7-1270P processor that delivers an amazing 12 cores of computing power. A wide range of integrated options such as serial port, barcode, fingerprint, insertable and contactless Smart Card readers assure TOUGHBOOK 33 can be customized to meet the unique needs of a diverse customer base.

MIL-STD-810H

MIL-STD-461F

IP65

C1D2
HAZ LOC

5-FOOT
DROP RATING
(Tablet only)



TOUGHBOOK 33

SOFTWARE

- Windows® 11 Pro
- Panasonic Utilities and Recovery Partition
- Enterprise ready driver packages including CAB files and one-click driver bundles
- CORE Asset Management

CERTIFICATIONS & DURABILITY

- MIL-STD-810H: 4' drop (5' tablet only) shock, bench handling, vibration, rain, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, solar radiation, contamination by fluids, humidity, explosive atmosphere²
- MIL-STD-461F³
- IP65⁴
- Optional CID2 (class 1 div 2) groups ABCD
- Magnesium alloy chassis encased with ABS and elastomer edges
- Handle/kickstand (on opt. Premium Keyboard)
- SSD heater, removable SSD⁵ or optional quick-release caged SSD^{6,5}
- Removable battery
- Raised bezel for LCD impact protection
- Reinforced locking port covers
- Replaceable screen protector

CPU

- Intel® Core™ i5-1245U vPro® 10-core processor – 1.6GHz with Turbo Boost up to 4.4GHz, 12MB cache
- Intel® Core™ i7-1270P vPro® 12-core processor – 2.2GHz with Turbo Boost up to 4.8GHz, 18MB cache

STORAGE & MEMORY

- Factory installed 16GB or 32GB RAM (LPDDR4x-4266MHz)⁸
- 512GB or 1TB removable OPAL NVMe SSD with heater^{1,6}
- Optional quick-release SSD (comes w/Insertable Smart Card reader and long life batteries)^{6,5}

DISPLAY & GRAPHICS

- Display
 - 12.0" 3:2 QHD 2160 x 1440
 - Capacitive gloved touch + digitizer
 - 2-1200 nit
- Direct Bonding
- Anti-reflective (AR) screen treatment
- Graphics
 - Intel® Iris® Xe Graphics
 - Supports up to 4 displays
 - Concealed Mode; Day/Night Mode

AUDIO

- Integrated dual array microphone
- Intel® High Definition Audio compliant
- Integrated 91db speakers (front-facing)
- On-screen and button volume and mute controls

CAMERAS

- 2MP (1080p) webcam w/privacy cover & dual array mic – Infrared with Windows Hello support
- 8MP rear camera with autofocus and triple LED flash

KEYBOARD & INPUT

- IPS 5.2 button digitizer pen (right click & erase), stylus holder, tether and cleaning cloth
- 5 modes (rain, glove, touch, pen, pen/touch)
- 7 tablet buttons (5 programmable including A1/A2 buttons)
- On-screen QWERTY keyboard
- Optional 87-key emissive keyboards (Lite, Premium) and rubber keyboard (Premium):⁷
 - Backlit (emissive: red, rubber: white) with 4 adjustable levels
- Gen 1 resistive touchpad with scrolling

INTERFACE & EXPANSION

- On the tablet:
 - USB-C Thunderbolt™ 4, 40 Gbps 3A (w/PD)
 - USB-A 5Gbps 1.5A
 - Optional USB-A 0.5Gbps⁵
 - HDMI 4K
 - Ethernet 1Gbps RJ-45
 - Optional Serial (True) D-sub 9-pin²
 - Optional MicroSDXC UHS-I⁵
 - Audio In/Out 3.5mm
 - Dual SIM (Nano-SIM 4FF x1, eSIM x1)
- On the optional Premium Keyboard:
 - Docking Connector 25-pin
 - USB-A x3 (5Gbps x2, 0.5Gbps x1)
 - SDXC UHS-II
 - HDMI
 - VGA D-sub 15-pin
 - Ethernet 1Gbps RJ-45
 - Serial (USB) D-sub 9-pin

WIRELESS

- Optional 4G MLP31-W (up to 1 Gbps)
 - 4G (LTE, LTE-A)
 - Multi carrier (AT&T, FirstNet, Verizon)
 - Satellite GPS & CBRS Band 48 Capable⁹
- Optional dedicated GPS (u-blox NEO-M8T)
- Dual antenna pass-through
- Intel® Wi-Fi 6E AX211 (up to 2.4 Gbps)
- Bluetooth® v5.3 (Class 1)

POWER

- Li-Ion batteries x2:
 - 6.5 hours (14 w/opt. long life batteries)¹¹
 - Each standard battery: 11.1V, 2050mAh typical (1990mAh min)
 - Each long life battery: 10.8V, 4420mAh typical (4120mAh min)¹²
- Battery charging time: 3 hours (with parallel charging technology)¹³
- AC Adapter: AC 100V-240V worldwide power, auto-sensing/switching

SECURITY FEATURES

- Intel® Hardware Shield
- Secured-core PC
- TPM v2.0
- NIST BIOS compliant
- Persistence™ technology by Absolute in BIOS¹⁰
- Kensington cable lock slots x2 (on tablet and optional Premium Keyboard)
- Encrypted OPAL SSD's
- Optional fingerprint reader⁵
 - Secured-core PC (363 DPI)
 - Active Directory (385 DPI)
- Optional insertable Smart Card reader⁵
- Optional contactless Smart Card reader 13.56MHz (ISO 14443 A/B, ISO 18092)⁵

DIMENSIONS & WEIGHT

- 12.1" x 9.6" x 0.9" (12.3" x 11.4" x 1.8" with optional Premium Keyboard)¹⁵
- 3.4 lbs. (6.2 lbs. with optional Premium Keyboard)¹⁴

WARRANTY

- 3-year limited warranty, parts and labor

INTEGRATED OPTIONS

- 4G MLP31-W modem
- Dedicated GPS (u-blox NEO-M8T)
- Choice of 1D/2D capable barcode reader (N6603SR), serial (true), or 2nd USB-A port, or MicroSDXC
- Choice of insertable Smart Card, contactless Smart Card, fingerprint reader or quick-release SSD (comes with insertable Smart Card and long life batteries)
- Optional emissive or rubber keyboards

Please consult your reseller or Panasonic representative to learn more about the TOUGHBOOK 33 and the wide variety of accessories and services offered.

- Requires purchase of 31 Vehicle Dock Adapter (VDA). VDA has been tested and approved to work with Gamber-Johnson 7160-0318 and Havis Pan-111/112 vehicle docks. Do not use with other vehicle docks without consulting first with your Panasonic representative.
- Base model tested by national independent third party lab following MIL-STD-810H Method 516.8 Procedure IV for transit drop test and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP IP rating requires both batteries in tablet.
- Requires training, approval and/or purchase of a SSD no return service sku through Panasonic, otherwise any damage incurred will be out of warranty and not eligible for advance exchange. Please contact a Panasonic representative for program details.
- Optional Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) adds a bump out which increases overall height by 0.6" and weight by 1.3 lbs, prohibits use in convertible mode. Not compatible with 33 Tablet Vehicle Dock or rotating hand strap or shoulder strap.
- Insertable Smart Card, Contactless Smart Card, Fingerprint Readers & optional Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) are mutually exclusive.
- 1GB = 1,000,000,000 bytes. Total usable memory will be less depending upon actual system configuration.
- Fn keys, I/O ports, reverse docking into convertible mode available on Premium Keyboard only. Lite Keyboard opens at 100° angle.
- Barcode, Serial (true), USB-A 0.5Gbps and MicroSDXC are mutually exclusive.
- The module firmware and the device antenna system have obtained technical approval by commercial carriers in the US. It is customer's responsibility to assure that the module firmware and the device antenna system are compatible with the customer's Private LTE network using Band 48.
- Requires software and activation to enable theft protection.
- Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery test results from MobileMark 25 at 250 nit, connected to Wi-Fi and using the Office Productivity and Creativity scenarios. MobileMark 2014 battery life results is 10 hours (20 with optional long life batteries) tested at 150 nit, connected to Wi-Fi and using just the Office Productivity scenario.
- Long Life Batteries add a bump out which prohibits use in convertible mode. Not compatible with optional Quick-release SSD or with Gamber-Johnson CF-55 Tablet Vehicle Dock when using a rotating hand strap. For units originally ordered with standard batteries, changing to long life batteries requires a hardware retrofit to the unit. Contact the Panasonic National Service Center for information and evaluation.
- Tablet with Lite Keyboard is 12.1" (L) x 9.6" (W) x 1.5" (H). Optional Long Life Batteries adds 0.4" (H). Optional Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) adds 0.6" (H).
- Tablet with Lite Keyboard is 4.8 lbs. Optional Long Life Batteries adds 0.8 lbs. Optional Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) adds 1.3 lbs.

na.panasonic.com/TOUGHBOOK33 | 1-888-245-6344

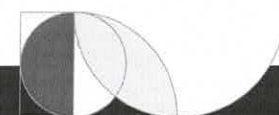
TOUGHBOOK 33 Mk3

Panasonic is constantly enhancing product specifications and accessories. Specifications subject to change without notice.

Trademarks are property of their respective owners. ©2022 Panasonic Connect North America, a division of Panasonic Corporation of North America. All rights reserved. PA-12509 0823



SPEC SHEET





**AGENDA REPORT
NEW BUSINESS
August 27, 2024**

To: Mayor and City Council
FROM: Kari Ott, Finance Director
THROUGH: Danny K. Cummings, City Manager
SUBJECT: **RESOLUTION #2024-113: CREDIT CARD RECOVERY COST**
DATE: August 19, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2024-113: A RESOLUTION ADOPTING A CREDIT CARD FEE RECOVERY COST.

SUMMARY:

Attached is Resolution #2024-113 prepared by staff, which implements a 2.5% credit card fee.

BACKGROUND:

In April 2024, the Budget Committee recommended adding a credit card fee to recover the fees the city is being charged from the credit card companies.

CURRENT SITUATION:

The attached resolution implements a 2.5% credit card fee which seems to be the average credit card charge. The ACH transactions are low cost, so there will be no fee imposed for ACH transactions at this point. This fee can be reassessed at any time and brought back to the Council.

ANALYSIS:

- A. **STRATEGIC PLAN** No direct strategic plan impact.
- B. **FINANCIAL** The city has approximately \$125k in credit card transactions each month. The 2.5% fee would bring in \$37,500 in revenue to recover costs of accepting credit card payments.
- C. **TIMING** As soon as the fee is approved, staff will get the 2.5% charge setup in the system.

- D. **POLICY/LEGAL** The passage of a fee is subject to ORS 294.160(1) which reads: *"The governing body of a city, county or other unit of local government shall provide an opportunity for interested persons to comment on the enactment of any ordinance or resolution prescribing a new fee or a fee increase or an increase in the rate or other manner in which the amount of a fee is determined or calculated."*

The Council is required to approve the new fee.

ALTERNATIVES:

The Council could choose to leave fees the same and wouldn't recover any credit card fee costs.

RECOMMENDATION:

Staff recommends the approval of Resolution #2024-113 to implement the 2.5% credit card fee.

ATTACHMENTS:

1. Reso #2024-113 Credit Card Recovery Cost



RESOLUTION #2024-113

A RESOLUTION ADOPTING A 2.5% CREDIT CARD RECOVERY COST

- WHEREAS,** The City of Ontario is charged each time a customer uses a credit card; **and**
- WHEREAS,** The Ontario City Budget Committee recommended implementing a credit card fee to recover costs; **and**
- WHEREAS,** The city desires to implement a 2.5% fee on credit card transactions.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to implement a 2.5% fee on credit card transactions.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 27th day of August 2024, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 27th day of August, 2024.

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
August 27, 2024**

To: Mayor and City Council

FROM: Andy Wood, Airport Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **NON-COMMERCIAL HANGAR LEASE AGREEMENT TEMPLATE**

DATE: August 20, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE TEMPLATE FOR THE NON-COMMERCIAL HANGAR LEASE AGREEMENT FOR ALL FUTURE PRIVATE HANGAR LEASES.

SUMMARY:

The Airport Committee, city staff and City Attorney have developed a new template for a non-commercial (private) hangar lease agreement that follows the established Airport Rules and Regulations.

BACKGROUND:

During the sale and updating the lease for the FBO (Fixed Based Operation) and current hangar lease, several issues were discovered that incurred substantial attorney fee costs to enforce. The city had the City Attorney develop a new lease that gives the city the tools to ensure that the rules and regulations of the airport and the conditions of the lease are legally enforceable. This new hangar lease format has already been used for the hangars of Silverhawk, as well as the FBO lease and refueling tanks.

CURRENT SITUATION:

The Airport Committee and city staff have reviewed the new lease and are presenting it to the City Council for a recommendation.

At the August 5, 2024, Airport Committee meeting, the Airport Committee unanimously approved to send a favorable recommendation to the City Council to approve the non-commercial template for use in all future airport leases and renewals.

ANALYSIS:

- A. **STRATEGIC PLAN** None.
- B. **FINANCIAL** This new lease should reduce the cost of attorney fees in the future to enforce the lease.

C. **TIMING** None.

D. **POLICY/LEGAL** The Airport Committee is the entity that reviews and sends a recommendation to the City Council on issues related to the Ontario Municipal Airport.

ALTERNATIVES:

None.

RECOMMENDATION:

The Airport Committee and city staff recommend the City Council approve the new non-commercial hangar lease agreement template.

ATTACHMENTS:

1. Airport Ground Lease for Aeronautical Use Improvements (non-commercial ground Lease)_Template_July 2024



NON-COMMERCIAL AIRPORT GROUND LEASE FOR AERONAUTICAL USE IMPROVEMENTS
(address Hangar Lease)

This Non-Commercial Airport Ground Lease for Aeronautical Use Improvements (**Define Use i.e. Hangar/Ground**) (this "Lease") is dated effective for all purposes as of **DATE** (the "Effective Date") and is entered into between City of Ontario ("Landlord"), an Oregon municipal corporation, whose address is 444 SW 4th Street, Ontario, Oregon 97914, and **NAME** ("Tenant"), whose address is **BILLING ADDRESS**.

RECITALS:

A. Landlord is the owner, sponsor, and operator of the Ontario Municipal Airport, a public municipal airport located in Ontario, Oregon (the "Airport"). Landlord is the owner of certain real property at the Airport consisting of approximately **LEASE AREA** total square feet of land commonly known as 581 SW 33rd Street and **HANGAR ADDRESS**, Ontario, Oregon 97914 (the "Property"). As of the Effective Date, an approximately **HANGAR** square foot aircraft hangar (the "Improvement(s)") has been located on or about the Property. The Property is identified and depicted in the attached Exhibit A.

B. Tenant desires to lease the Property from Landlord for purposes of owning and operating the Improvements at the Airport. Subject to the terms and conditions contained in this Lease, Tenant will lease the Property from Landlord, and Landlord will lease the Property to Tenant, for the Permitted Use (as defined below).

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. LEASE; OCCUPANCY

1.1 Lease Term. Subject to the terms and conditions contained in this Lease, Landlord leases the Property to Tenant and Tenant leases the Property from Landlord. The term of this Lease, Tenant's right to possession of the Property, and Tenant's obligation to pay Rent (as defined below) commenced on the Effective Date and will continue, subject to the terms and conditions contained in this Lease, until **DATE (not to exceed 20 years)** (the "Initial Term"), unless sooner terminated as provided under this Lease. For purposes of this Lease, the term "Lease Term" means the Initial Term and Extended Term (as defined below), if applicable.

1.2 Extended Term. If Tenant is not then in default under this Lease, Tenant has the option (the "Extension Option") to extend the Initial Term for one consecutive additional term of **NUMBER (see term above)** years (the "Extended Term"). Tenant will exercise the Extension Option by providing Landlord written notice (the "Notice of Extension") no less than one hundred twenty (120) days prior to the last day of the Initial Term. Subject to the terms and conditions contained in this Lease, providing the Notice of Extension will be sufficient to make this Lease binding for the Extended Term. The Extended Term will commence on the day immediately following the expiration of the Initial Term. The terms and conditions for the Extended Term will be identical with the Initial Term except for (a) Base Rent (as defined below), (b) Additional Rent (as defined below), and (c) Tenant will no longer have the Extension Option that has been exercised once and will require a new Lease negotiated to continue a Lease. THE ONE TIME EXTENSION WILL BE DOCUMENTED BY AN ADDENDUM TO THE ORIGINAL LEASE SIGNED AND DATED BY BOTH PARTIES.

1.3 Airport Facilities. Subject to the terms and conditions contained in this Lease, during the Lease Term Landlord grants Tenant a limited, revocable, non-exclusive license to use the Airport's common hangar related facilities (if any) and that portion of the Airport's approach areas, runways, ramps, taxiways, and aprons reasonably necessary to facilitate the expeditious movements of aircraft to and from the runway and takeoff areas. Tenant's use of the Airport's common hangar related facilities (if any) and Airport approach areas, runways, ramps, taxiways, and aprons will be for the sole purpose of Tenant's use of the Property for the Permitted Use (as defined below). Tenant's use of the Airport facilities (and all flight and ground operations on and at the Airport or otherwise) will be made subject to and in accordance with the Laws (as defined below).

1.4 Tenant's Financial Capability; Authority; Improvement Ownership. Tenant represents and warrants the following to Landlord: (a) Tenant has sufficient assets and net worth to ensure Tenant's performance of this Lease and the payment of its obligations under this Lease as and when they become due; (b) Tenant has full power and authority to sign and deliver this Lease and to perform all Tenant's obligations under this Lease; (c) this Lease is the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms; (d) Tenant is the sole, fee simple owner of the Improvements and no other person has any ownership, rights, and/or interests in and to the Improvements (except Landlord as provided under this Lease); and (e) the Improvements are free from all Encumbrances (as defined below) and Tenant will keep the Improvements and Property free from all Encumbrances. Tenant represents, warrants, and covenants that as of the Effective Date, (y) **NAME OF LEASE OWNER(S)** is Tenant's only member and no other person has any ownership rights and/or interests in and to Tenant, and (z) **NAME OF LEASE OWNER(S)** has full power and authority to sign and deliver this Lease on behalf of Tenant. For purposes of this Lease, the term "Encumbrance(s)" means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, and/or other encumbrance.

1.5 No Representations or Warranties. Tenant is bound in accordance with the terms of this Lease from and after the Effective Date. Tenant has entered into this Lease on the basis of its own examination and personal knowledge of the Airport and Property. Tenant accepts the Airport and Property in their "as-is" and "with all faults and defects" condition as of the Effective Date. Tenant has not relied on any representations or warranties made by Landlord and/or Landlord's Agents (as defined below). Provided Tenant is not in default of this Lease, Landlord will defend Tenant's right to quiet enjoyment of the Property from the lawful claims of all persons during the Lease Term. Except for Landlord's covenant of quiet enjoyment contained in the immediately preceding sentence, Landlord makes no representations or warranties of any kind, whether express or implied, with respect to all or any part of the Airport and/or Property. Landlord has made no promise or agreement to repair, alter, construct, and/or improve all or any part of the Airport, Improvements, and/or Property.

1.6 Land Leases. Notwithstanding anything contained in this Lease to the contrary, Tenant acknowledges and agrees that Landlord's Lease of the Property to Tenant is conditioned on Tenant's timely payment and performance of all its obligations arising out of this Agreement. A Tenant default under this Lease constitutes a default by Tenant of all conditions of the Lease.

1.7 Parking Area. The Parking Area consists of two public parking areas, one on SW 33rd Street and one on Airport Way. No vehicle or any other items (including trailers) may be parked outside of the hangar building other than in a designated area approved by the Airport Authority and included as part of the leased area. The owner of the hangar may park their vehicle inside the hangar while they are using their aircraft otherwise, they must be parked in the public parking area or approved designated area as noted above. All visitors or people flying with the owner must park their vehicle in the Public Parking area and be escorted onto the airport. **Under no circumstances may the hangar owner give the code to unauthorized persons.**

2. BASE RENT; ADDITIONAL RENT; TAXES; ASSESSMENTS

2.1 Base Rent. Subject to the terms and conditions contained in this Lease, Tenant will pay Landlord guaranteed minimum annual Base Rent, without offset, in the amount of \$_____ (**\$current rate** per square foot), per year) ("Base Rent"). Base Rent is payable annually in advance of each year on or before the 30th day of June. An invoice from Landlord will be sent, but all parties understand the rent is due and payable whether an invoice is

sent or not. A Tenant's first payment of Rent is due and payable on the Effective Date. Base Rent will be prorated with respect to any partial year in which the Lease Term commences and ends. Base Rent will be payable to the order of Landlord at the address first shown above or any other address designated by Landlord from time to time.

2.2 Base Rent Escalation. Notwithstanding anything contained in this Lease to the contrary, Landlord may adjust (increase or decrease) the Base Rent at any time and from time to time during the Lease Term through Council resolution. Landlord will provide Tenant no less than 30 days' prior written notice of any Base Rent adjustment. Unless otherwise adjusted by Council resolution, commencing on the first-year anniversary of the Effective Date, during each year of the Lease Term upon the anniversary of the Effective Date, Base Rent will escalate (increase) as per the current rate schedule over Base Rent for the immediately preceding twelve-month period. Tenant will pay the Base Rent established by Landlord from time to time.

2.3 Additional Rent.

2.3.1 Tenant will timely pay in full the following charges, costs, and expenses related to or concerning (whether directly or indirectly) the Property and/or Improvements (collectively, "Additional Rent") If any: (a) **LIST ANY ADDITIONS OR STATE NONE.**

2.3.2 Without otherwise limiting Section 2.3.1, Tenant will pay when due all costs, expenses, and charges for services and utilities incurred in connection with the ownership (in the case of the Improvements), use, lease, occupancy, operation, repair, maintenance, and/or improvement of the Property and/or Improvements, including, without limitation, charges and expenses for fuel, connection fees, water, gas, electricity, sewage disposal, and power, so to not incur any liens against the Landlord property.

2.3.3 Tenant will pay before delinquency all real and personal property taxes, general and special assessments, system development charges, and all other charges of every description levied on and/or assessed against the Property, any improvements located on the Property (including, without limitation, the Improvements), and/or personal property and/or fixtures located on the Property. Tenant will make all such payments directly to the applicable governing authority, so to not incur any liens against the Landlord property.

3. USE OF PROPERTY

3.1 Permitted Use. Subject to the terms and conditions contained in this Lease, Tenant will use the Property for Tenant's operation (as defined below) and maintenance, repair, use, and/or operation of the Improvements (collectively, the "Permitted Use"). Tenant will not use the Property for any purpose other than the Permitted Use. For purposes of this Lease, the term "Permitted Use" means Tenant's Private Aircraft Hangar on the Property **add any additional allowed uses if any.**

3.2 Conditions, Limitations, and Restrictions. In addition to any other conditions, limitations, and/or restrictions contained in this Lease, Tenant represents, warrants, and covenants to perform and comply with the following conditions, limitations, and restrictions concerning the Property, Improvements, and/or Airport:

3.2.1 Tenant will conform and comply with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will conform and comply with the Laws in connection with Tenant's use of the Property for the Permitted Use. Tenant will correct, at Tenant's own expense, any failure of compliance created through Tenant's fault, the Permitted Use, and/or by reason of Tenant's use of the Property, Improvements, and/or Airport. Prior to the Effective Date, Tenant had the opportunity to review (and ask questions concerning) and understands all Laws. Tenant will obtain all necessary permits, licenses, reviews, studies, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws to lease the Property and occupy and use the Improvements for the Permitted Use, including, without limitation, all reviews, studies, and approvals required under Landlord's leasing policies and regulations. For purposes of this Lease, the term "Law(s)" means all policies, rules, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and regulations directly or indirectly

affecting the Property, Improvements, Airport, and/or Permitted Use, including, without limitation, fire and/or building codes, Airport Master Plan, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder, if applicable), Environmental Laws (as defined below), any rules or regulations promulgated by the Federal Aviation Administration ("FAA") and/or any other federal airport authority (including, without limitation, Landlord's Grant Assurances and requirements under 14 CFR Part 77), Title 3, Chapter 9 of Landlord's municipal code, Landlord's policies governing agreements involving the lease, use, and/or disposition of Airport property for aeronautical activities, and the Rules and Regulations (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.2.2 Tenant will store all aircraft, vehicles, machinery, equipment, tools, and/or supplies within the Private Hangar and in a safe, neat, clean, and orderly manner; Tenant will not permit any machinery, aircraft, vehicles, equipment, tools, and/or supplies to remain unattended on or about the Property outside of the hangar. Tenant will refrain from any activity which would make it impossible to insure the Property against casualty, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau (or its successor) allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance. Tenant will refrain from any use and/or activities which would be reasonably offensive to Landlord, other users of the Airport, and/or neighboring property, and/or which would tend to create or cause fire risk, a nuisance, and/or damage the reputation of the Property and/or Airport, all as determined by Landlord. Tenant will conduct and operate the Permitted Use and all activities at the Airport in a safe, prudent, professional, and lawful manner.

3.2.3 Tenant will not cause and/or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Property and/or Improvements. Without otherwise limiting the generality of the immediately preceding sentence, but subject to applicable laws, Tenant may use, store, and/or otherwise handle on or in the Property only those Hazardous Substances typically used, stored, sold, and/or handled in the prudent and safe operation of the Permitted Use; provided, however, Tenant will use, store, and/or otherwise handle on or in the Property the Hazardous Substances in a safe, neat, clean, and orderly manner consistent with applicable Laws. Upon the earlier termination or expiration of this Lease, Tenant will properly remove and dispose of all Hazardous Substances from the Property. For purposes of this Lease, the term "Environmental Law(s)" means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order, pertaining to the protection of health, safety, and/or environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions

3.2.4 Tenant will conform and comply with all rules and regulations concerning the Airport, Improvements, and/or Property, which now exist or may hereafter become effective, including, without limitation, all Airport security, and/or fire safety rules, regulations, and procedures (collectively, the "Rules and Regulations"). Tenant will not perform any acts or carry on any practice prohibited by the Rules and Regulations. Tenant acknowledges and agrees that Landlord is permitted to adopt new Rules and Regulations, or amend the Rules and Regulations, from time to time as Landlord determines necessary or appropriate. Any adoption or amendment to the Rules and Regulations will be effective 30 days after Landlord provides Tenant written notice of such adoption or amendments.

3.3 Aviation Easement; Aeronautical Uses. Tenant's use of the Property and Improvements is secondary and subordinate to the operation of the Airport and Laws. Landlord reserves for itself, and for the public, a right of flight for the passage of aircraft in the airspace above the Property and Improvements together with the right to cause noise, vibration, dust, fumes, smoke, vapor, and other effects inherent in the navigation or flight of aircraft and/or operation of the Airport. Notwithstanding anything contained in this Lease to the contrary, Tenant will protect the Airport and Airport property for aeronautical and related uses, will not interfere or impede, and will conduct all activities in a manner that will not adversely affect or interfere with, Landlord's operations and/or those of other Tenants and authorized users of the Airport or general public. Any Tenant activities that Landlord determines interfere or impede with the operation, use, and/or maintenance of the Airport, Airport

property, and/or aeronautical activities is specifically prohibited and will constitute an Event of Default (as defined below) under this Lease.

3.4 Airport Operations; Security. Notwithstanding anything contained in this Lease to the contrary, Landlord reserves the right to control and regulate all Airport property, facilities, and/or operations, including, without limitation, taxiways, ramps, runways, improvements, aprons, fuel areas, and parking facilities. Landlord may impose certain taxi proceedings, requirements, and/or controls to promote efficient and orderly operation of other operators. Tenant acknowledges and agrees that Landlord does not provide continuous security for the Property, Improvements, and/or Airport (including, without limitation, the Parking Area). Tenant is responsible for securing and safeguarding the Property, Improvements, and all aircraft and other personal property located on or about the Property. Landlord will not be liable for any loss and/or damage to Tenant's property due to theft, vandalism, and/or any other causes, including forces of nature.

3.5 Construction Activities. Tenant's use of the Property and/or Improvements may be disrupted by certain expansion, improvement, construction, development, remodeling, and/or other activities on or at the Airport, including, without limitation, runway maintenance and repairs. Landlord will not be in default under this Lease (and Tenant will not be entitled to any abatement of Rent and/or other concessions) if Tenant is disrupted (temporarily or otherwise) in the use of the Property, Improvements, and/or Airport due to the aforementioned activities.

3.6 Non-Discrimination; Unfair Practices. Tenant covenants and agrees that they will (a) maintain and operate such facilities and services in compliance with all requirements imposed under 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended; (b) no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination in the use of any facilities located on or in the Property and/or Improvements; and (c) in the construction of any improvements on, over, and/or under the Property and/or Improvements and the furnishing of services thereon, no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination.

3.7 Notice of Action. Tenant will immediately notify Landlord in writing of the occurrence of any of the following events: (a) any enforcement, clean-up, removal, and/or other governmental or regulatory action is instituted, completed, and/or threatened concerning the Improvements and/or Property pursuant to any Environmental Laws; and/or (b) any claim is made or threatened by any person against or concerning Tenant, Tenant's activities, and/or the condition of the Property and/or Improvements. Tenant will provide Landlord copies of any written documentation related to the foregoing.

3.8 Subordination – United States. Notwithstanding anything contained in this Lease to the contrary, (a) this Lease is subordinate to the terms of any agreement between Landlord and the United States concerning Airport operations and/or maintenance (the terms of such agreement will supersede the terms of this Lease), and (b) during times of war or national emergency, Landlord may lease the Airport's landing area (or any part thereof) to the United States for military or naval use (and, in connection therewith, the provisions of this Lease will be suspended to the extent inconsistent with Landlord's lease with the United States).

4. ALTERATIONS

Except any ordinary and necessary Improvement maintenance and/or repairs performed (or caused to be performed) by Tenant, Tenant will make no additions, improvements, modifications, and/or alterations in or to the Property and/or Improvements of any kind or nature whatsoever, including, without limitation, the installation of any improvements, fixtures, and/or devices on or to the Property and/or Improvements (individually and collectively, "Alteration(s)"), without Landlord's prior written consent. Any Alterations approved by Landlord will be made in a good and workmanlike manner, in compliance with applicable Laws, at Tenant's cost and expense, and consistent with the general appearance, quality, and décor of the Property and/or Improvements and

surrounding property. Subject to Section 8.4 and 8.5, Alterations performed in or to the Property and/or Improvements by either Landlord or Tenant will be the property of Landlord. Construction of any exterior Alterations must be approved (i.e., must receive a “no objection” determination) by the FAA through the notice of proposed construction review process, submittal of FAA Form 7460-1, and will be subject to all applicable Laws. Tenant will timely file FAA Form 7460-2 Supplemental Notice concerning the Alterations.

5. MAINTENANCE AND REPAIRS

5.1 Landlord Maintenance and Repairs. Notwithstanding anything contained in this Lease to the contrary, Landlord has no obligation to make or perform any repairs, maintenance, replacements, alterations, and/or improvements in or to the Property (and/or the Improvements), including, without limitation, snow removal. All repairs, maintenance, replacements, alterations, and/or improvements in or to the Property and/or Improvements will be made by Tenant at Tenant’s cost and expense.

5.2 Tenant Maintenance and Repairs. Tenant will maintain, at Tenant’s cost and expense, the Property and Improvements (interior and exterior) in good condition, repair, working order, and appearance, and will preserve the Property and Improvements, normal wear and tear excepted, and will not commit or permit waste. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will perform, at Tenant’s cost and expense, the following maintenance and repairs:

5.2.1 Repair and maintain the roof and exterior walls of the structure in a new condition with the exception of fading of the paint.

5.2.2 Repair and maintain the plumbing system (environmental issues), electrical system (fire hazard), fire hose connections, fire sprinkler and standpipe and hose, and all other aspects of the fire extinguishing system, including, without limitation, the fire alarm and/or smoke detection systems and equipment.

5.2.3 Repair and maintain the sidewalks, driveways, and landscaping, including, without limitation, all necessary or appropriate snow removal associated to the lease of the building site.

5.2.4 All trash collection and removal, and washing required to keep the Property and Improvements clean and orderly.

5.2.5 All repairs or maintenance necessitated by the acts or omissions of Tenant and/or Tenant’s Agents.

5.2.6 All repairs, maintenance, and/or improvements required under Tenant’s obligation to comply with the Laws.

If Tenant fails or refuses to perform or complete the repairs, maintenance, and/or improvements required under this Section 5.2 within 10 days after Landlord’s written notice, Landlord may make the repair or improvement or perform the maintenance and charge the actual costs and expenses of repair, improvement, and/or maintenance to Tenant; provided, however, if Tenant’s failure or refusal to perform or complete the repairs, maintenance, and/or improvements causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Landlord may make the repair or improvement or perform the maintenance (and charge the actual costs and expenses of repair, improvement, and/or maintenance to Tenant) without first having provided Tenant written notice. Tenant will reimburse Landlord for the costs and expenses of repairs, improvements, and/or maintenance on demand, together with interest at the rate of twelve percent (12%) per annum from the date of expenditure until paid in full.

5.3 Signage; Encumbrances.

5.3.1 Tenant will not be permitted to erect or maintain any signage on or about the Property without Landlord's prior written consent. Any signage authorized by Landlord will be erected and maintained at Tenant's cost and expense. Signage installed by Tenant will be removed by Tenant, at Tenant's cost and expense, upon the expiration or earlier termination of this Lease and the sign location restored to its former state unless Landlord elects to retain all or any portion of the signage.

5.3.2 Tenant will keep the Property and Improvements free from all Encumbrances. Tenant will pay as and when due all claims for work done on and for services rendered or material furnished to the Property. If Tenant fails to pay any such claims to discharge any Encumbrance, Landlord may do so and collect the costs as Rent. Any amount so added will bear interest at the rate of twelve percent (12%) per annum from the date expended by Landlord and will be payable on Landlord's demand. Landlord's payment of Tenant's claims or discharge of any Tenant Encumbrance will not constitute a waiver of any other right or remedy which Landlord may have on account of Tenant's default. If an Encumbrance is filed due to nonpayment, Tenant will, within 10 days after knowledge of the filing, secure the discharge of the Encumbrance or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the Encumbrance plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the Encumbrance. Tenant will indemnify, defend, and hold Landlord harmless for, from, and against all claims, losses, and/or liabilities arising out of Tenant's failure to comply with this Section 5.3.2.

6. ASSIGNMENT; INSURANCE; INDEMNIFICATION

6.1 Transfer.

6.1.1 Tenant will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law) all or any part of Tenant's rights and/or interests in or to this Lease, the Property, and/or Improvements (including, without limitation, any Alterations) (collectively, "Transfer") without Landlord's prior written consent, which consent Landlord will not unreasonably withhold, condition, and/or delay. For purposes of this Lease, a "Transfer" includes the sale, assignment, encumbrance, and/or transfer - or series of related sales, assignments, encumbrances, and/or transfers - of 51% or more of the shares, membership, and/or other ownership interests of Tenant, regardless of whether the sale, assignment, encumbrance, and/or transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence.

6.1.2 Tenant will provide Landlord no less than 30 days' prior written notice of a proposed Transfer (the "Transfer Notice"), which Transfer Notice will include the name and address of the proposed transferee and a true and complete copy of the proposed Transfer documentation and/or instruments. Landlord's consent to any proposed Transfer is conditioned on the following: (a) Tenant demonstrating (to Landlord's reasonable satisfaction) that the proposed transferee's condition (financial and otherwise), style of operation, business reputation, and use of the Property and Improvements is consistent with the terms of this Lease and that Landlord's interests in the Property, Airport, and Improvements will not be adversely affected in any material respect; (b) At the discretion of the Landlord, the Tenant reimbursing Landlord for the costs and expenses incurred by Landlord in connection with its review of all Transfer documentation and/or instruments (and otherwise related to Landlord's determination as to whether to consent to the proposed Transfer); (c) the transferee agreeing in writing to comply with and be bound by all the terms, covenants, conditions, provisions, and agreements of this Lease; and (d) any other conditions that Landlord may reasonable impose under the particular circumstances surrounding the proposed Transfer. Tenant acknowledges and agrees that Landlord's conditioning of its consent to any proposed Transfer on Tenant's satisfaction of the conditions contained in this Section 6.1 is reasonable under this Lease.

6.1.3 If Landlord consents to a Transfer, the following will apply: (a) the terms and conditions of this Lease will in no way be deemed waived or modified; (b) consent will not be deemed consent to any further

Transfer by Tenant or any transferee; (c) the acceptance of Rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease; and (d) no Transfer relating to this Lease and/or the Improvements, whether with or without Landlord's consent, will modify, relieve, and/or eliminate any liabilities and/or obligations Tenant and/or any guarantor of this Lease may have under this Lease. Landlord may consent to subsequent assignments, subletting, and/or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action will not relieve Tenant of any liability under this Lease.

6.2 Tenant Insurance. Tenant will keep the Improvements insured against fire and other risks covered under a standard fire insurance policy. Tenant will maintain, at Tenant's cost and expense, a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring the personal property (aircraft related), of the Tenant located in or on the Improvements. The amount of the insurance will be sufficient to prevent Tenant from becoming a coinsurer under the provisions of the policies. Landlord will not be responsible for any loss or damage to Tenant's personal property, whether or not insured.

6.3 Liability Insurance. Tenant will procure, and thereafter will continue to carry, (a) general liability insurance (occurrence version) with a responsible licensed Oregon insurance company against personal injury claims arising directly or indirectly out of Tenant's activities on, or any condition of, the Property and/or Improvements, whether or not related to an occurrence caused, or contributed to, by Landlord's negligence, and will insure the performance by Tenant of Tenant's indemnification obligations under this Lease, and (b) aircraft liability insurance. Tenant's general liability insurance required to be carried under this Section 6.3 will have a general aggregate limit of no less than \$2,000,000.00, a per occurrence limit of no less than \$2,000,000.00; the aircraft liability insurance will have a general aggregate and per occurrence limit of no less than \$1,000,000.00. Each liability insurance policy required under this Lease will be in form and content satisfactory to Landlord and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Landlord and Landlord's officers, employees, agents, and volunteers as additional insureds. The insurance Tenant is required to obtain under this Lease may not be cancelled without 10 days' prior written notice to Landlord. Tenant's insurance will be primary, and any insurance carried by Landlord will be excess and noncontributing. Tenant will furnish Landlord with policy copies (including applicable endorsements) evidencing the insurance coverage, endorsements, and provisions Tenant is required to obtain under this Lease upon Tenant's execution of this Lease and at any other time requested by Landlord. If Tenant fails to maintain insurance as required under this Lease, Landlord will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Tenant immediately upon Landlord's demand. Notwithstanding anything contained in this Lease to the contrary, Landlord may increase the minimum levels of insurance Tenant is required to carry under this Lease by providing Tenant 90 days' prior written notice. All policies of insurance which Tenant is required by this Lease to carry will provide that the insurer waives the right of subrogation against Landlord.

6.4 Tenant Release and Indemnification. Tenant releases and will defend, indemnify, and hold Landlord and Landlord's present and future officers, employees, contractors, representatives, and agents (collectively, "Landlord's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any damage, loss, and/or injury to person or property in, on, and/or about the Property and/or Improvements provided such damage, loss, and/or injury to person or property is not caused by Landlord's gross negligence or willful misconduct; (b) Tenant's and/or Tenant's directors, officers, shareholders, members, managers, employees, agents, representatives, invitees, and/or contractors (collectively, "Tenant's Agents") acts and/or omissions, including, without limitation, Tenant's and/or Tenant's Agents operations at the Airport, Improvements, and/or Property; (c) Tenant's use of the Property, Improvements, and/or Airport; (d) Tenant's construction, maintenance, repair, and/or occupancy of the Property and/or Improvements and/or any condition of the Property and/or Improvements; (e) the use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Property and/or Improvements; and/or (f) Tenant's breach and/or failure to perform any Tenant representation, warranty, covenant, and/or obligation under this Lease. Tenant's indemnification obligations under this Section 6.4 will survive the expiration or earlier termination of this Lease.

6.5 Reconstruction After Damage. If the Improvements are damaged or destroyed by fire or any other cause at any time during the Lease Term, whether or not covered by insurance, Tenant will promptly repair the damage and restore the Improvements. The completed repair, restoration, and/or replacement Improvements will be equal in value, quality, and use and will be restored to the condition of the Improvements immediately before the damage or destruction. Tenant will pay all costs and expenses of repairing and restoring the Improvements, which repairs and restoration will be completed no later than three hundred sixty-five (365) days after the date of the fire or other cause of damage. Tenant will not be entitled to any abatement of Rent on account of any damage to or destruction of the Improvements, nor will any other obligations of Tenant under this Lease be altered or terminated except as specifically provided in this Lease.

6.6 Waiver of Subrogation. Neither party will be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire, or any of the risks covered by the property insurance policies required under this Lease, and in the event of insured loss, neither party's insurance company will have a subrogated claim against the other. This waiver will be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

7. DEFAULT; REMEDIES

7.1 Default. The occurrence of any one or more of the following events constitutes a default by Tenant under this Lease (each an "Event of Default"): (a) Tenant's failure to pay Rent and/or any other charge, cost, and/or expense under this Lease when due; (b) Tenant's breach and/or failure to perform any representation, warranty, obligation, and/or covenant contained in this Lease (other than the payment of Rent or other charge, cost, and/or expense under Section 7.1(a)) within 10 days after written notice from Landlord specifying the nature of the breach and/or failure to perform with reasonable particularity; provided, however, if Tenant's breach and/or failure to perform causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Tenant must cure or remedy such breach and/or failure to perform immediately upon receipt of written notice from Landlord; (c) attachment, execution, levy, and/or other seizure by legal process of any right or interest of Tenant under this Lease if not released within 30 days; (d) Tenant dies, dissolves, becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; a general assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 30 days; and/or (e) Tenant's failure for 30 days or more to occupy the Property and Improvements for the Permitted Use.

7.2 Landlord's Remedies. Upon an Event of Default, Landlord may elect any one or more of the following remedies:

7.2.1 Landlord may terminate this Lease by notice to Tenant. If this Lease is not terminated by Landlord, Landlord will be entitled to recover damages from Tenant for the default. If this Lease is terminated by Landlord, Tenant's liability to Landlord for damages will survive such termination, and Landlord may reenter, take possession of the Property and Improvements, and remove any persons or property (including the Improvements) by legal action or by self-help with the use of reasonable force and without liability for damages.

7.2.2 Following reentry or abandonment, Landlord may relet the Property, and in that connection may make any suitable alterations or refurbish the Property or Improvements (or both), or change the character or use of the Property and/or Improvements, but Landlord will not be required to relet the Property and/or Improvements for any use or purpose other than compatible uses or which Landlord may reasonably consider injurious to the Property, or to any Tenant which Landlord may reasonably consider objectionable.

Landlord may relet all or part of the Property or Improvements, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

7.2.3 Upon the happening of an Event of Default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of this Lease, and in addition to any other damages recoverable by Landlord, the following amounts as damages: (a) the loss of reasonable rental value from the date of default until a new Tenant has been, or with the exercise of reasonable efforts could have been, secured; (b) the reasonable costs of reentry and reletting including, without limitation, the cost of any demolition, construction, clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Property and Improvements (if applicable) upon termination and leave the Property and Improvements (if applicable) in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs; and/or (c) any excess of the value of the Rent, and all of Tenant's other obligations under this Lease, over the reasonable expected return from the Property and/or Improvements for the period commencing on the earlier of the date of trial or the date the Property and/or Improvements are relet and continuing through the end of the Lease Term.

7.3 Cumulative Remedies; Right to Cure. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages will bar a later action for damages subsequently accruing. The foregoing remedies will be in addition to and will not exclude any other remedy available to Landlord under applicable law. Unless a shorter time is otherwise provided in this Lease, if Tenant fails to perform any obligation under this Lease Landlord will have the option to do so after ten (10) days' written notice to Tenant specifying the nature of the default. Landlord's performance of any Tenant obligation under this Lease will not waive any other remedy available to Landlord. All of Landlord's expenditures to correct the default will be reimbursed by Tenant on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord until paid in full.

7.4 Termination Rights. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated (a) at any time by the mutual written agreement of Landlord and Tenant; (b) by Landlord immediately upon notice to Tenant if Landlord reasonably determines that Tenant's acts or omissions cause or threaten loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Tenant will not be entitled to damages and/or any other recovery if Landlord exercises its termination right under this Section 7.4.

8. SURRENDER; HOLDOVER

8.1 Improvements and Alterations. In addition to all other Tenant obligations required under this Lease, upon the earlier termination or expiration of this Lease, Tenant will, at Tenant's cost and expense, pay and perform the following: (a) perform all Property and Improvements maintenance and repairs for which Tenant is responsible under this Lease; and (b) surrender the Property and Improvements (subject to Section 8.4) to Landlord in good condition, repair, working order, and appearance, free of waste and debris. If Tenant fails to timely surrender the Property and Improvements in accordance with this Section 8.1, the following will apply: (x) by written notice given to Tenant within 10 days after Tenant's surrender obligations were required to be performed, Landlord may elect to hold Tenant to its surrender obligations under this Section 8.1; (y) Landlord may cause Tenant's surrender obligations to be performed in accordance with this Section 8.1, at Tenant's cost and expense; and/or (z) Landlord may treat Tenant as a holdover Tenant under Section 8.3. Tenant is liable to Landlord

for all costs and expenses Landlord incurs to cause the Property and Improvements to be surrendered in accordance with this Section 8.1 with interest at 12% per annum from the date of expenditure by Landlord until paid in full.

8.2 Tenant Personal Property Removal Obligations. Prior to the earlier termination or expiration of this Lease, Tenant will remove from the Property and Improvements all aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, and personal property which remain its property, including all resulting waste and/or debris. If Tenant fails to timely (specified by Landlord in writing) remove the aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, personal property, and all resulting waste and/or debris, the following will apply: (a) at T's election, Tenant will be deemed to have abandoned the property, and Landlord may retain the property and all rights of Tenant with respect to the property will cease; (b) by written notice given to Tenant within 10 days after removal was required, Landlord may elect to hold Tenant to its removal obligations (provided, however, if Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in storage for Tenant's account); (c) Landlord may cause the property to be removed in accordance with this Section 8.2, at Tenant's cost and expense; and/or (d) Landlord may treat Tenant as a holdover Tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the property's removal and/or storage with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.3 Holdover. If Tenant does not vacate and surrender the Property and Improvements in accordance with Sections 8.1 and 8.2 at the time required, Landlord will have the option to treat Tenant as a Tenant from month-to-month, subject to the provisions of this Lease (except the provisions for term and extension), except that Base Rent will be equal to 150% of the then applicable Base Rent. Failure of Tenant to timely surrender the Property and Improvements and remove its aircraft, vehicles, trade fixtures, furniture, furnishings, equipment, tools, and/or any other personal property in accordance with this Lease will constitute a failure to vacate to which this Section 8.3 will apply. If a month-to-month tenancy results from a holdover by Tenant under this Section 8.3, the tenancy will be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which will be specified in the notice.

8.4 Removal and Ownership. Notwithstanding anything contained in this Lease to the contrary, upon the earlier termination or expiration of this Lease, Landlord may (a) require Tenant to remove the Improvements and/or Alterations from the Property (and surrender the Property to Landlord in good condition, repair, working order, and appearance, free of waste and debris), at Tenant's cost and expense, prior to the earlier termination or expiration of this Lease, or (b) purchase the Improvements in accordance with Section 8.5. If Tenant fails to timely remove the Improvements and/or Alterations from the Property under this Section 8.4 to Landlord's reasonable satisfaction (including all resulting waste or debris), Landlord may, in addition to any other Landlord rights and remedies, (y) cause the Improvements and/or Alterations to be removed at Tenant's cost and expense, and/or (z) treat Tenant as a holdover Tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the removal of the Improvements and/or Alterations and Property's restoration with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.5 Landlord Purchase. If Landlord purchases the Improvements in accordance with Section 8.4, Landlord will purchase the Improvements for the fair market value of the Improvements as of the expiration or earlier termination of this Lease. The purchase will be made effective as of the date of the expiration or earlier termination of the Lease. Landlord will obtain ownership of the Improvements free and clear of all Encumbrances, including, without limitation, any Tenant rights or interests in and to the Improvements. Tenant will sign and deliver all documents and instruments Landlord determines necessary or appropriate to effectuate the transfer and conveyance of the Improvements.

8.6 Fair Market Value. If Landlord elects to purchase the Improvements, then the fair market value of the Improvements will be determined by the parties through good faith negotiation, which the parties will commence at least 90 days before the expiration or earlier termination of the Lease (unless not known) and

pursue with diligence. If the parties cannot reach agreement within 30 days, then the fair market value will be determined by the following process:

8.6.1 no later than 90 days before the expiration or earlier termination of this Lease, each party will submit in confidence its written evaluation of the fair market value of the Improvements. At the same time, the parties will attempt in good faith to appoint a mutually acceptable, independent, qualified appraiser. No later than 30 days after the appraiser is appointed, the appraiser will choose one of the two proposals as the fair market value of the Improvement, which determination will be final and binding.

8.6.2 If the parties cannot agree on an appraiser, then each party will appoint a qualified, independent appraiser no later than 75 days before the expiration or earlier termination of this Lease. The appraisers appointed by each party will select a qualified, independent appraiser, who will choose one of the two proposals as the fair market value of the Improvements, which determination will be final and binding. If a party fails to timely appoint a qualified appraiser, then the one appraiser timely appointed will determine the fair market value by choosing one of the two proposals as the fair market value of the Improvements, which determination will be final and binding. If a party fails to timely submit its evaluation of the fair market value, then the timely submitted evaluation will be the final and binding fair market value of the Improvements.

8.6.3 Each party will bear one-half of the expense of the mutually appointed appraiser and the entire expense of any appraiser appointed by the party individually. Landlord will pay Tenant the agreed or determined fair market value, as the case may be, no later than 30 days after it is determined; provided, however, if Landlord determines necessary or appropriate, Landlord may pay the agreed or determined fair market value over an installment period not exceeding 48 months. Tenant will defend, indemnify, and hold Landlord harmless for, from, and against all liability and loss arising from Tenant's failure to deliver the Improvements free and clear of all Encumbrances.

9. MISCELLANEOUS

9.1 Non-waiver; Attorney Fees. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. Waiver by either party of strict performance of any provision of this Lease will not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. If an Event of Default occurs, Tenant will pay Landlord, within 10 days after Landlord's demand, all attorney fees and costs Landlord incurs to enforce the terms of this Lease whether or not Landlord instituted arbitration or litigation proceedings. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Lease, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.2 Addresses for Notices; Binding Effect. All notices or other communications required or permitted by this Lease must be in writing, must be delivered to the parties at the addresses set forth above, or at any other address that a party may designate by notice to the other parties. Any notice will be considered delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Subject to the limitations under Section 6.1 concerning the Transfer of this Lease by Tenant, this Lease will be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Lease (or any memorandum of this Lease) will not be recorded. Tenant will cause Tenant's Agents to conform and comply with this Lease.

9.3 Entry for Inspection; Late Fees; Interest. Landlord may enter the Property and Improvements for the purpose of investigating compliance with the terms of this Lease, general safety inspections, and/or for any other reasonable purposes (as determined by Landlord by visual violation). Except in the case of an emergency, Landlord will endeavor to provide Tenant no less than 24 hours' prior written before entering the Property. In addition, Landlord will have the right, at any time during the last 90 days of the Lease Term, to place and maintain upon the Property/Improvements notices for leasing the Property/Improvements. If Rent (or other payment due from Tenant) is not received by Landlord within 10 days after it is due, Tenant will pay a late fee equal to 10% of the payment or \$100.00, whichever is greater (a "Late Fee"). Landlord may levy and collect a Late Fee in addition to all other remedies available for Tenant's failure to pay Rent (or other payment due from Tenant). Any Rent or other payment required to be paid by Tenant under this Lease (and/or any payment made or advanced by Landlord in connection with Landlord's performance of any Tenant obligation under this Lease) will bear interest at the rate of 12% per annum from the due date (or, if applicable, the date of Landlord's payment) until paid by Tenant in full.

9.4 Severability; Further Assurance; Governing Law; Venue; Joint and Several. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Lease, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Lease. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Lease. If any dispute arises regarding this Lease, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Malheur County, Oregon. All parties submit to the jurisdiction of courts located in Malheur County, Oregon for any such disputes.

9.5 Entire Agreement; Signatures; Time. This Lease contains the entire understanding of the parties regarding the subject matter of this Lease and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease. This Lease may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax or email-transmitted signature page by delivering an original signature page to the requesting party. Time is of the essence with respect to Tenant's performance of its obligations under this Lease. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Lease, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).

9.6 Discretion; Landlord Default. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Lease, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed. No act or omission of Landlord will be considered a default under this Lease until Landlord has received 30 days' prior written notice from Tenant specifying the nature of the default with reasonable particularity. Commencing from Landlord's receipt of such default notice, Landlord will have 30 days to cure or remedy the default before Landlord will be deemed in default of this Lease; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the thirty-day cure period, there will not be a default by Landlord under this Lease if Landlord begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.

9.7 Additional Provisions; Attachments; Interpretation. The provisions of all exhibits, schedules, instruments, and other documents referenced in this Lease are part of this Lease. All pronouns contained herein, and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural, and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity.

The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Lease.

[end of lease – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Lease to be executed and effective for all purposes as of the Effective Date.

LANDLORD:
City of Ontario,
an Oregon municipal corporation

TENANT:
TENANT NAME
an **STATE if applicable** Limited Liability Company

By: **CURRENT NAME**, Mayor

By: **NAME OF OWNER**

Exhibit A
Property Description and Depiction
[attached]



**AGENDA REPORT
NEW BUSINESS
August 27, 2024**

To: Mayor and City Council

FROM: Clint Benson, Fire Chief

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **ADOPT AGREEMENT: EXTENSION #3, ADDENDUM #13, WITH RURAL FIRE PROTECTION DISTRICT #7-302**

DATE: August 20, 2024

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO ADOPT EXTENSION #3 OF ADDENDUM #13 OF THE CONTRACT WITH THE ONTARIO RURAL FIRE PROTECTION DISTRICT #7-302.

SUMMARY:

Extension #3 of Addendum #13 continues the current agreement until June 30, 2025, with the Ontario Rural Fire Protection District.

BACKGROUND:

The Ontario Rural Fire Protection District #7-302 (ORFPD) has contracted with the City of Ontario for the provision of firefighter staffing and facilities since February 3, 1999. Through this agreement, the City of Ontario provides firefighter and administrative staffing, and facilities to store fire apparatus. This action will continue the annual rate paid by the ORFPD of \$207,313.00 through June 30, 2025.

CURRENT SITUATION:

Addendum #13 was agreed upon by both parties on June 28, 2022. The agreement was extended through June 30, 2024, by both parties, on January 23, 2024. A sixty-day extension (Extension #2 of Addendum #13) was agreed upon by both parties on June 25, 2024. This action (Extension #3 of Addendum #13) will extend the current terms in place through June 30, 2025. After negotiations from members of both parties, ORFPD Chairperson Marty Cultbertson signed extension #3 of Addendum #13 at the ORFPD board meeting on August 8, 2024.

ANALYSIS:

- A. **STRATEGIC PLAN** This action is consistent with the City of Ontario's Strategic Plan by promoting public safety. This important partnership creates a safer community for both City and Rural residents.

- B. **FINANCIAL** This action will continue the annual rate paid by the ORFPD of \$207,313.00 through June 30, 2025. The ORFPD had earmarked \$425,000 for the Fire Station #2 addition, which will provide living quarters at the fire station.
- C. **TIMING** Timing is critical due to the current extension expiring on August 31, 2024.
- D. **POLICY/LEGAL** Both parties have been involved in negotiations for several months through two representatives from the City Council (Councilors Mills and Baker) and two Rural Board Members (Chairperson Culbertson and Mike Derrick).

ALTERNATIVES:

Discontinue the agreement, which would severely disable fire protection services within the City's Urban Growth Boundary and surrounding community.

RECOMMENDATION:

Staff recommends the Council approve Extension #3 of Addendum #13.

ATTACHMENTS:

1. Extension Agreement w Rural District #7-302 Ext 3, Addendum 13

**EXTENSION #3 OF ADDENDUM #13 TO
AGREEMENT TO PROVIDE FIRE SUPPRESSION AND OTHER SERVICES**

This Extension Agreement is entered into 27th day of August, 2024 between the Ontario Rural Fire Protection District No. 7-302 ('District') and the City of Ontario, a municipal corporation ('City').

WHEREAS, on February 3, 1999, City entered into an Agreement to Provide Fire Suppression and Other Services with District, which Agreement was amended by Addendum #1, dated February 22, 2000, by Addendum #2 dated February 20, 2001, by Addendum #3 dated March 7, 2002, by Addendum #4 dated February 4, 2003, by Addendum #5 dated March 1, 2004, by Addendum #6 dated January 18, 2005, by Addendum #7 dated February 6, 2006, by Addendum #8 dated March 5, 2007, by Addendum #9 dated March 3, 2008, by Addendum #10 dated May 7, 2009 by Addendum #11 dated July 1, 2010; by Addendum #12 dated February 16, 2016, Addendum #13 dated June 28, 2022, which expired on June 30, 2023, by Extension #1 to Addendum #13 dated January 23, 2024, which expired on June 30, 2024 and by Extension #2 to Addendum #13 dated June 25, 2024, which expired on August 31, 2024.

WHEREAS, the parties desire to extend the Agreement based on Addendum #13 for an additional ten months.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

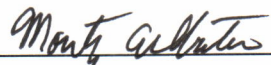
1. The Agreement between the parties based upon Extension #3, Addendum #13, is hereby extended from September 1, 2024, through June 30, 2025.

IN WITNESS WHEREOF, this Extension Agreement has been executed as the day and year first above written.

THE CITY OF ONTARIO

ONTARIO RURAL FIRE PROTECTION
DISTRICT NO. 7-302

Deborah K. Folden, Mayor



Monty Culbertson, Chairman

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
NEW BUSINESS
August 27, 2024**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **ORDINANCE #2827-2024: AMEND OMC 2-14 - DIVERSITY ADVISORY COMMITTEE**

DATE: August 23, 2024

PROPOSED MOTION:

IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE #2827-2024, AN ORDINANCE AMENDING ORDINANCE #2728-2017, AMENDING TITLE 2, CHAPTER 14 OF THE ONTARIO MUNICIPAL CODE BY ADDING THE WORDS THAT ARE UNDERLINED IN THE ATTACHED ORDINANCE #2827-2024, AT A SINGLE MEETING BY TITLE ONLY.

IF VOTE IS UNANIMOUS:

IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THE CITY COUNCIL TO APPROVE ORDINANCE #2827-2024, AN ORDINANCE AMENDING ORDINANCE #2728-2017, AMENDING TITLE 2, CHAPTER 14 OF THE ONTARIO MUNICIPAL CODE BY ADDING THE WORDS THAT ARE UNDERLINED IN THE ATTACHED ORDINANCE #2827-2024, AT A SINGLE MEETING BY TITLE ONLY.

SUMMARY:

The Ontario Diversity Advisory Committee has determined that some of the wording within Title 2, Chapter 14, of the Ontario Municipal Code needs to be amended. This can only be done through an ordinance.

BACKGROUND:

The Ontario City Council approved Resolution #2017-117 supporting community diversity and thereafter approved Ordinance #2728-2017 establishing a Diversity Advisory Committee under Title 2, Chapter 14 of the Ontario Municipal Code. There were later amendments made to portions of Title 2, Chapter 14 under Ordinance #2822-2023.

CURRENT SITUATION:

The Ontario Diversity Advisory Committee has determined that there is a need to amend Title 2, Chapter 14, Sections 3 and 8 to allow for the Council Liaison to be an alternate member during the absence of a member in hopes of helping with making a quorum if any members are missing.

On August 21, 2024, the committee met but did not have a quorum to officially hold a meeting, but a discussion was started on ideas of how to deal with the issue of not meeting the quorum status to officially hold a meeting. One of the ideas was to make the Council Liaison a voting member.

A consensus was made to the City Manager to recommend to the City Council that the Liaison be a voting member.

It is the recommendation of the City Manager to not reduce the number of citizen members from 7 to 6 by making the Liaison a full member, but to make the Liaison an alternate member, only having a vote and count as part of the quorum when a member is missing.

ANALYSIS:

- A. **STRATEGIC PLAN** None.
- B. **FINANCIAL** None.
- C. **TIMING** Adoption of this ordinance will update the current code to reflect the recommended changes.
- D. **POLICY/LEGAL** The City Council is the governing body that approves all ordinances.

ALTERNATIVES:

None offered. Not approving the proposed ordinance would leave the existing language of OMC 2-14 in place.

RECOMMENDATION:

Staff recommends the City Council approve Ordinance #2827-2024.

ATTACHMENTS:

1. Ord #2827-2024 Amend OMC 2-14 Diversity Advisory Committee 8-27-24

After recording, return to:
City of Ontario
Attn: City Recorder
444 SW 4th Street
Ontario, OR 97914



ORDINANCE NO. 2827-2024

AN ORDINANCE AMENDING ORDINANCE #2728-2017, TITLE 2, CHAPTER 14, SECTION 3 AND SECTION 8 OF THE ONTARIO MUNICIPAL CODE

- WHEREAS,** The Ontario City Council ("Council") approved Resolution #2017-117 supporting community diversity; and
- WHEREAS,** the Council approved Ordinance #2728-2017 creating the Diversity Advisory Committee under Title 2, Chapter 14, which was amended by Ordinance #2822-2023; and
- WHEREAS,** the Ontario Diversity Advisory Committee has determined that Title 2, Chapter 14, of the Municipal Code is in need of amending to allow for the City Liaison to be an Alternate member in the absence of a regular full member; and
- WHEREAS,** the Council has agreed Title 2, Chapter 14, Section 3 and 8, of the Municipal Code are in need of amending to allow the Committee to function in the absence of a regular full member; and
- WHEREAS,** by adoption of Ordinance #2827-2024, the Council hereby amends Title 2, Chapter 14, of the Ontario Municipal Code.

NOW, THEREFORE, the City of Ontario ordains as follows:

Title 2 Chapter 14 of the Ontario Municipal Code shall be amended by adding the words that are underlined as follows:

Chapter 14 – Diversity Advisory Committee

2-14-3 - Ex-officio members.

One person from the City Council shall serve as an ex-officio member of the Diversity Advisory Committee. The ex-officio member shall serve as a liaison to the City Council on issues from the Advisory Committee. The ex-officio member shall serve as an alternate member in the absence of one of the seven members and shall only have voting and quorum rights while serving in the alternate capacity due to the absence of the regular member.

2-14-8 - Quorum and rules and regulations for meetings.

A quorum of four (4) members must be present to take action and make recommendations to the City Council. The concurrence of a majority of members present and eligible to vote shall be necessary to decide any question. The alternate member shall count as one of the four (4) in the absence of a regular member.

PASSED AND ADOPTED by the City Council of the City of Ontario this _____ day of August, 2024, by the following vote:

AYES:

NAYES:

ABSENT

APPROVED by the Mayor this _____ day of August, 2024.

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT REVENUE
FOR THE PERIOD ENDED
JULY 31, 2024**

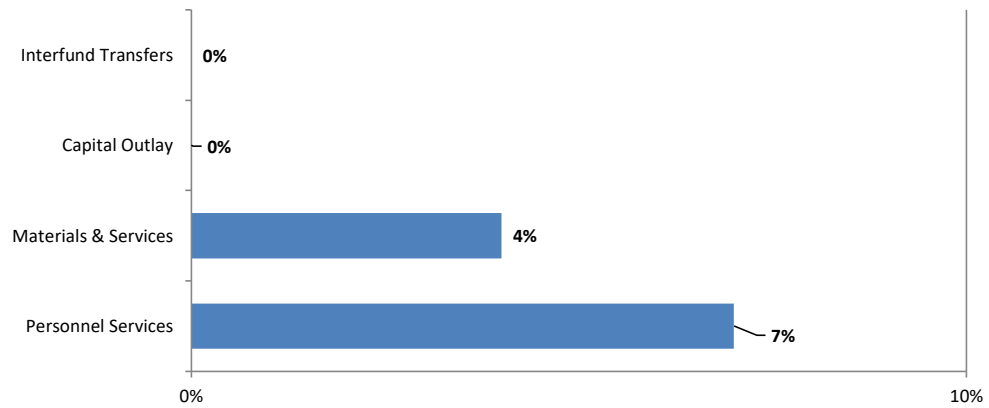
DEPARTMENT	BUDGET	ACTUAL	% REALIZED	COMMENTS
GENERAL FUND BEGINNING FUND BALANCE	3,356,532	-	0.0%	
Parks	111,020	185	0.2%	
Parks & Recreation	111,020	185	0.2%	
Fire	242,280	5	0.0%	
Code Enforcement	13,100	154	1.2%	
Police	458,885	29,800	6.5%	
Dispensary Business License	130,200	24,800	19.0%	
Public Safety Total	844,465	54,759	6.5%	
Interest	85,000	22,859	26.9%	
State Revenue Sharing	158,062	-	0.0%	
Administrative Services	497,148	41,429	8.3%	
Other General Revenues	8,000	512	6.4%	
Donations	-	-	#DIV/0!	
Property Taxes	4,404,315	17,220	0.4%	
Alcohol Bvg License & Fee	233,109	170	0.1%	
Cigarette tax	8,292	-	0.0%	
Marijuana tax	2,500,000	-	0.0%	
Franchise Fees	1,806,579	-	0.0%	
Cemetery	100,900	4,575	4.5%	
General Government Total	9,801,405	86,765	0.9%	
Planning & Zoning	4,000	781	19.5%	
Community development	4,000	781	19.5%	
GENERAL FUND REVENUE TOTALS	\$ 10,760,890	\$ 142,489	1.3%	
YTD CURRENT YEAR PROFIT(LOSS)				\$ (532,613)
YTD BUDGET BENCHMARK				8.3% -7.0%

CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
JULY 31, 2024

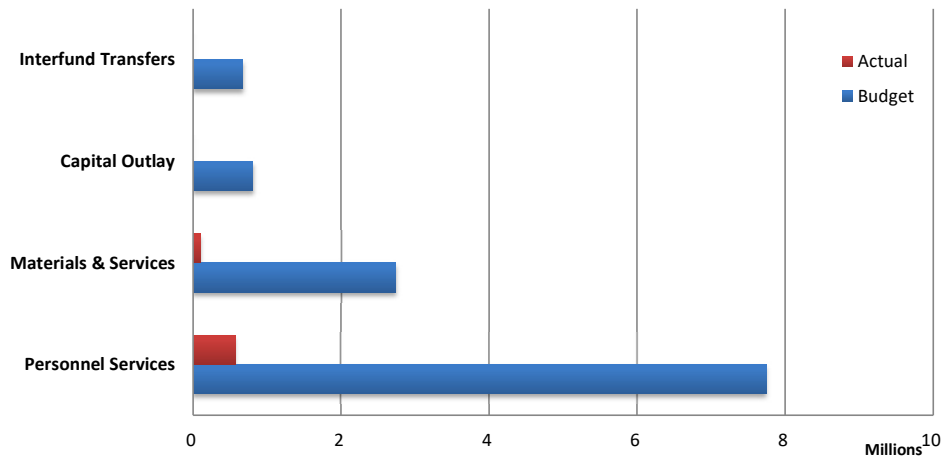
DEPARTMENT	BUDGET	ACTUAL	% EXPENDED	COMMENTS
Parks	278,294	23,528	8.5%	
Parks & Recreation	278,294	23,528	8.5%	
Fire	2,300,409	175,226	7.6%	
Code Enforcement	165,030	6,200	3.8%	
Police	5,645,814	356,718	6.3%	
Public Safety Total	8,111,253	538,144	6.6%	
Administration	605,440	39,684	6.6%	
City Council	33,357	896	2.7%	
Business Registration	1,100	3	0.2%	
Cemetery	218,082	21,493	9.9%	
Finance	273,878	-	0.0%	
Technology	239,559	10,200	4.3%	
General Government Total	1,371,416	72,276	5.3%	
Community development	199,025	19,148	9.6%	
Community Development	199,025	19,148	9.6%	
Administrative Overhead	916,714	22,005	2.4%	
Non-Departmental Contributions	433,000	-	0.0%	
Other Total	1,349,714	22,005	1.6%	
Operating Transfers Out	639,558	-	0.0%	
GENERAL FUND TOTALS	\$ 11,949,260	\$ 675,102	5.6%	
YTD BUDGET BENCHMARK			8.3%	

**CITY OF ONTARIO
GENERAL FUND - DEPARTMENT EXPENDITURES
FOR THE PERIOD ENDED
JULY 31, 2024**

% Expended by Category



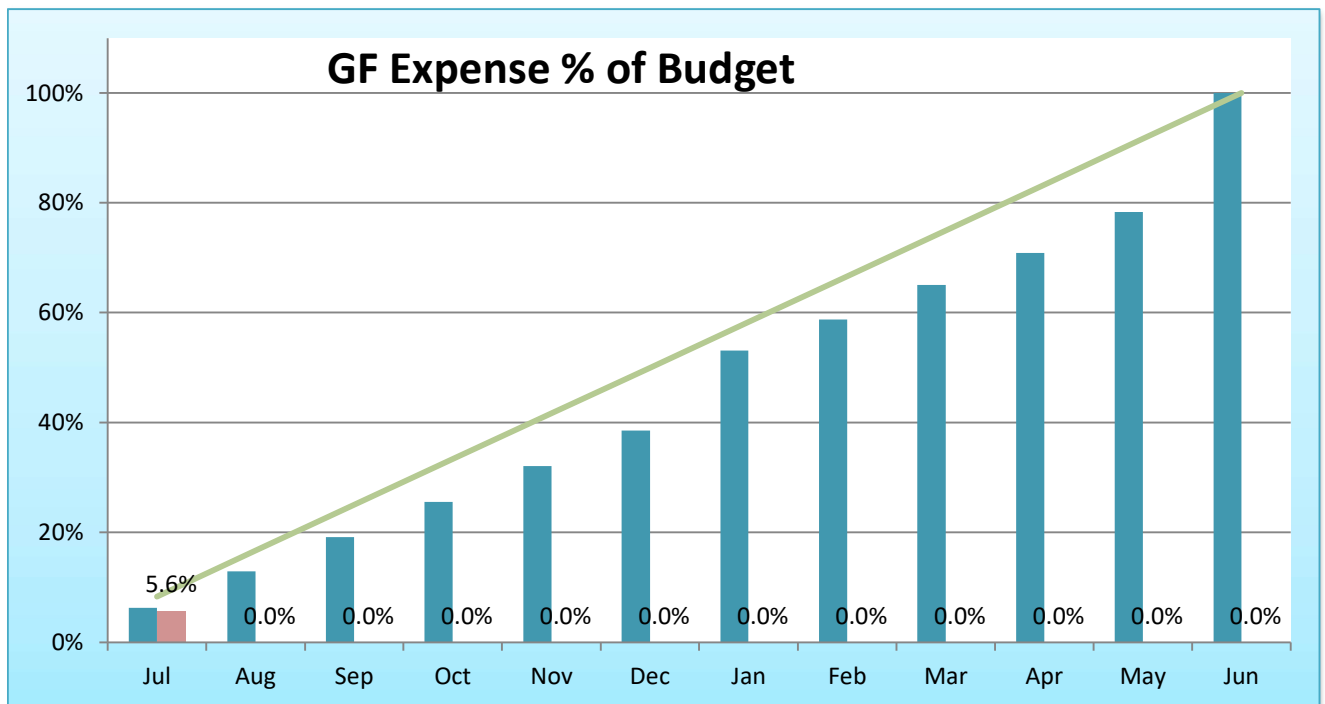
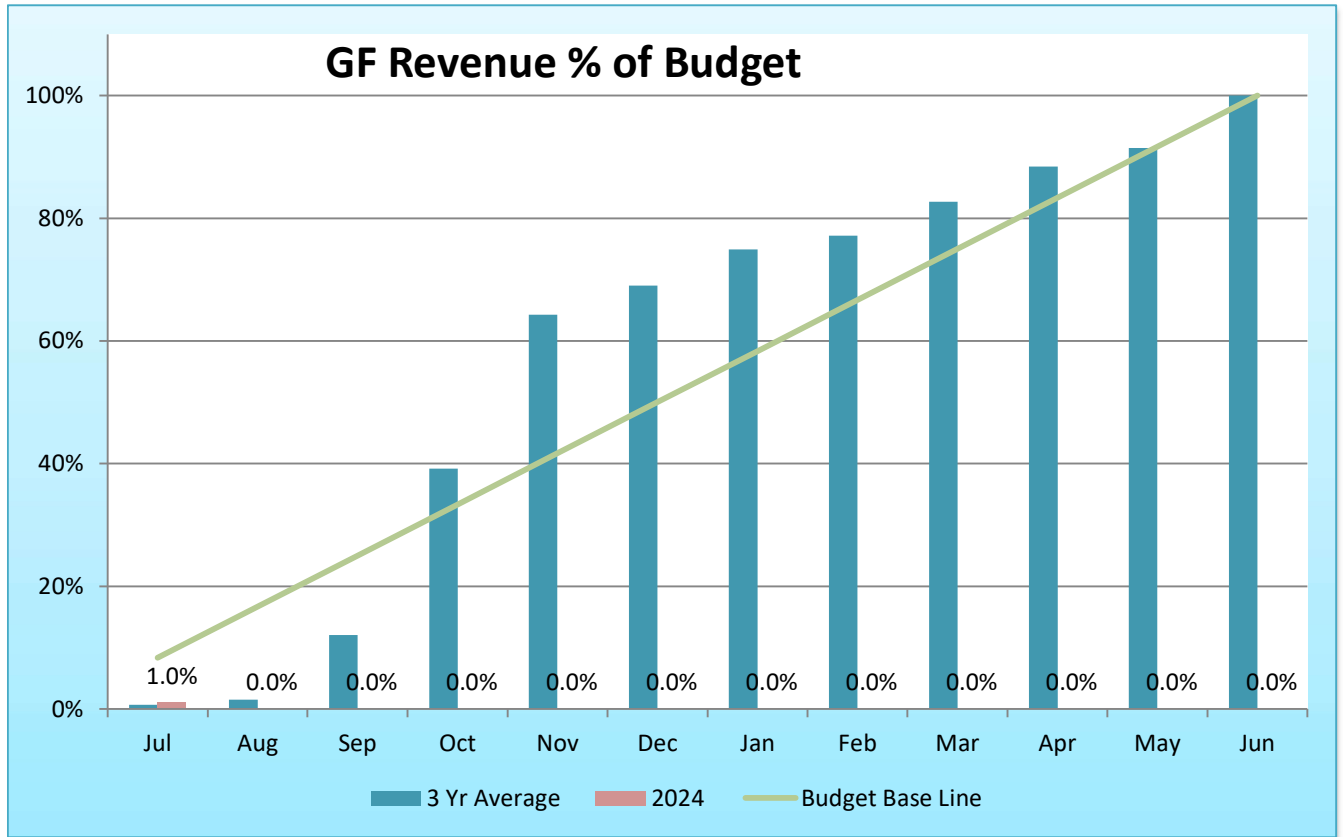
Budget to Actual by Category



**CITY OF ONTARIO
GENERAL FUND - LEGAL SERVICES
AS OF JULY 31, 2024**

LEGAL EXPENSES		
JULY	\$	25
AUGUST		-
SEPTEMBER		-
OCTOBER		-
NOVEMBER		-
DECEMBER		-
JANUARY		-
FEBRUARY		-
MARCH		-
APRIL		-
MAY		-
JUNE		-
TOTAL	\$	25
BUDGETED AMOUNT	\$	150,000
(OVER) UNDER BUDGET AMOUNT	\$	149,975
Budget remaining		100.0%

**CITY OF ONTARIO
GENERAL FUND
FOR THE PERIOD ENDED
JULY 31, 2024**



**CITY OF ONTARIO
OTHER FUNDS - EXPENDITURES
FOR THE PERIOD ENDED
JULY 31, 2024**

DEPARTMENT/FUND	REVENUES				EXPENDITURES		
	BUDGET	ACTUAL	% REALIZED		BUDGET	ACTUAL	% EXPENDED
002 Marijuana Enforcement Fund	32,455	-	0.0%		32,455	-	0.0%
010 Grant Fund	1,611,652	-	0.0%		1,611,652	140	0.0%
027 Building Fund	790,653	15,810	2.0%		314,871	16,939	5.4%
030 Capital Projects Fund	7,005,638	69,809	1.0%		7,005,638	-	0.0%
031 SDC Fund	915,814	-	0.0%		915,814	-	0.0%
045 Street Fund	6,563,003	74,589	1.1%		6,563,003	324,407	4.9%
050 Trust Funds	1,398,836	6,849	0.5%		1,221,388	-	0.0%
055 Reserve Funds	4,475,406	39,651	0.9%		3,841,445	14,395	0.4%
060 Revolving Loan Fund	321,014	-	0.0%		321,014	-	0.0%
105 Water Fund	6,396,041	479,141	7.5%		4,771,578	388,844	8.1%
110 Sewer Fund	6,429,820	334,827	5.2%		4,765,641	351,840	7.4%
115 Storm Sewer Fund	479,590	10,905	2.3%		162,083	16,589	10.2%
120 Airport Fund	340,277	100	0.0%		340,277	15,904	4.7%

Comments:

YTD BUDGET BENCHMARK

8.3%



Ontario City Council



Police Department Quarterly Report

Chief Michael S. Iwai
Ontario Police Department
August 27, 2024



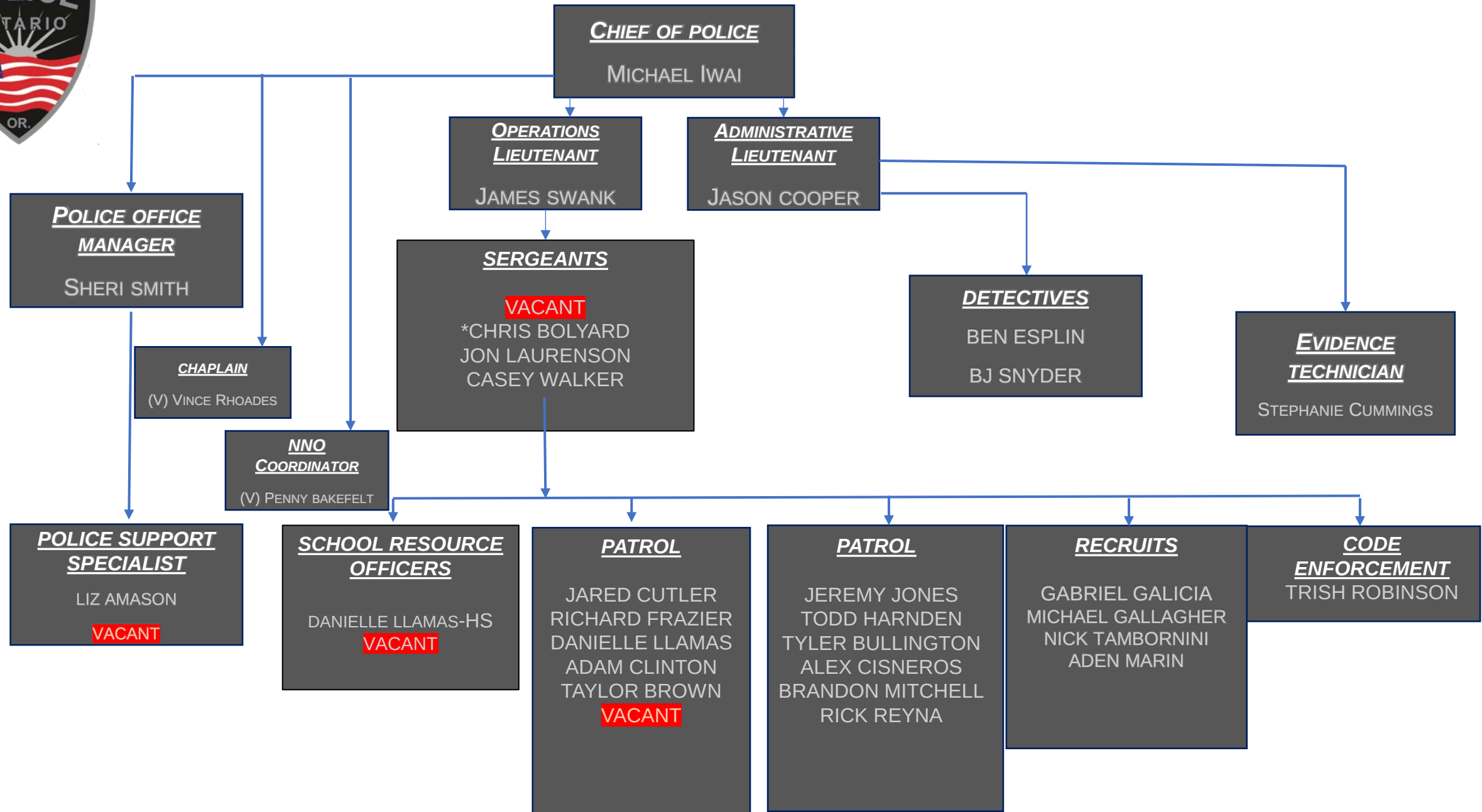
Ontario Police Department Personnel

- Recruit Officer Gabriel Galicia (FTEP)
- Recruit Officer Mike Gallagher (FTEP)
- Recruit Officer Tambornini (Graduated BP 08-23-24)
- Recruit Officer Aden Marin (BP Academy)
- Two back-to-back failed sworn vacancy recruitments
- Three sworn vacancies
- One support staff vacancy





ORGANIZATIONAL CHART





SIGNIFICANT CASES

- ❑ On June 2, OPD investigated a sexual assault involving an adult male and juvenile. This is an open investigation.
- ❑ On June 21, OPD investigated a shots fired call which occurred near Rusty's Lounge. Anacleto Mata (suspect) was arrested for Aggravated Assault x2, Criminal Mischief 1, and had an outstanding warrant. He was also charged for a domestic violence (unrelated to the above incident).
- ❑ On June 29, OPD investigated a shots fired call at Rusty's Lounge. When officers arrived, the suspect was seen leaving the area in a white passenger car. A high-risk traffic stop was initiated, and the suspect fled from the vehicle and officer pursued. During the foot pursuit, the suspect shot at pursuing officers and Sgt. Laurensen returned fire. No one was struck. The suspect was later tased and taken into custody. After being medically cleared, the suspect, Michael Lloyd Deleon was transported to Malheur County Jail. He was charged with Attempted Murder, Assault 1, Felon in Possession of a Firearm, Unlawful use of a Weapon, and more.



HIGH DESERT DRUG TASK FORCE

HDDTF 2024 Statistics					
	Jan-March	April-June	July-Sep	Oct-Dec	<u>TOTAL</u>
Investigations Initiated	21	22	4		47
Arrests	29	17	2		48
Methamphetamine Seized (lbs)	0.6	6.25	0.01		6.86
Fentanyl Pills Seized	780	4462	1310		6552
Fentanyl Seized (oz)	0.3	10.6			10.9
Cocaine Seized (oz)					0
Heroin Seized (oz)	0.01	1.5			1.51
Bulk processed marijuana seized (lbs)					0
Marijuana plants destroyed					0
Guns Seized	21	22			43
Search Warrants	8	8	2		18
MCT Inv. Assists (Ontario)					0
MCT Inv. Assists (County)	1				1
Stolen Property Recovered	2	7			9
Drug Endangered Children	2	3			5
Currency Seized	\$20,205	\$3,066	\$14,246		\$ 37,517
Property Forfeiture Seized (est.)	40000				\$ 40,000



ON-GOING PROJECTS

- City Grants Committee
- Motorola RMS/CAD
- HB 4002
- National Night Out
- Policies
- Recruiting
- OPA Negotiations





Community and LE Training

- Stress First Aid Training
- Employer Drug Impairment Training
- DRE Field Certification Training
- Advanced Roadside Impaired Driving Enforcement
- International Public Safety Leadership and Ethics Institute
- ODOT Transportation Safety Workshop



ONTARIO POLICE DEPARTMENT

Law Total Incident, by Agency, All Offense Codes

Agency: Ontario Police Department

<u>Offense</u>	<u>Total Incidents</u>
()	1
Kidnapping/Abduction (100)	1
Rape (11A)	2
Fondling (11D)	1
Robbery (120)	1
Aggravated Assault (13A)	8
Simple Assault (13B)	20
Intimidation (13C)	6
Burglary/Breaking & Entering (220)	5
Shoplifting (23C)	12
Theft From Building (23D)	8
Theft From Motor Vehicle (23F)	8
Theft of Motor Veh. Parts/Acce (23G)	1
All Other Larceny (23H)	10
Motor Vehicle Theft (240)	3
Counterfeiting/Forgery (250)	3
False Pretenses/Swindle/Conf G (26A)	5
Stolen Property Offenses (280)	3
Destruction/Damage/Vandalism (290)	27
Drug/Narcotic Violations (35A)	1
Pornography/Obscene Material (370)	1
Weapon Law Violations (520)	4
Disorderly Conduct (90C)	14
Driving Under the Influence (90D)	6
Family Offenses, Nonviolent (90F)	1
Liquor Law Violations (90G)	1
Trespass of Real Property (90J)	16
All Other Offenses (90Z)	22
Not Applicable (NA)	51
Not Classified (NC)	1
Municipal Ordinance (ORD)	119
Total Incidents for This Agency:	362

Total reported: 362





ONTARIO
OREGON

Public Works Department

QUARTERLY PRESENTATION APRIL – JUNE 2024

Engineering Development Review & Special Projects



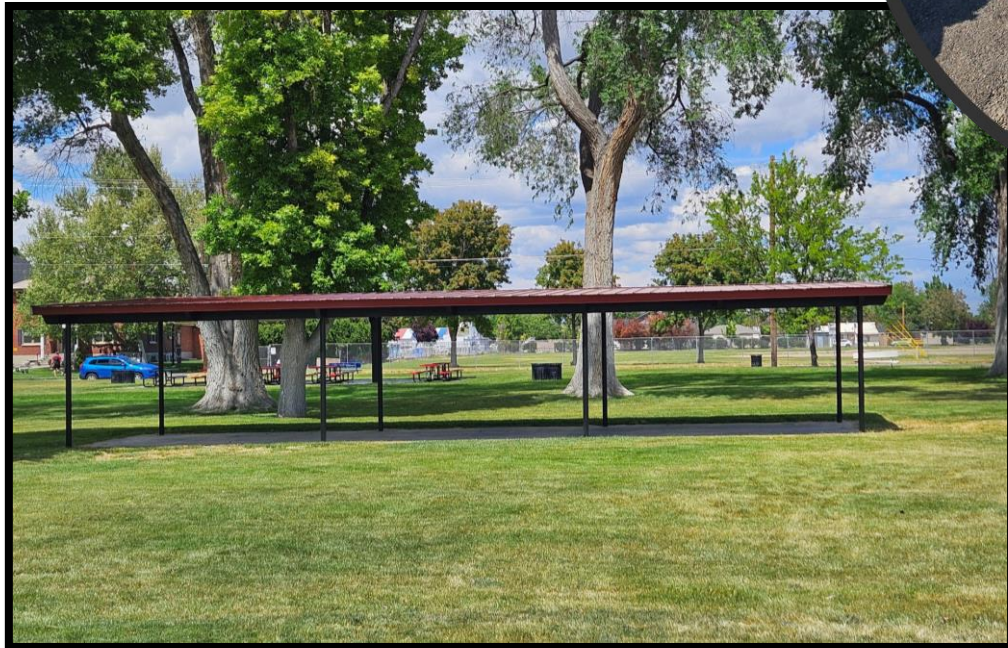
- 12 Right of Way permits issued
- 10 PDAC meetings held
- 7 address changes or additions
- Multiple plan reviews
- Water Treatment Plant expansion completion
- SE 5th Ave Pedestrian Improvement Project construction
- Flocculation basin design
- Sidewalk grant applications and construction inspection



Engineering Development Review & Special Projects



- Lion's Park shelter
- Sidewalk grant program



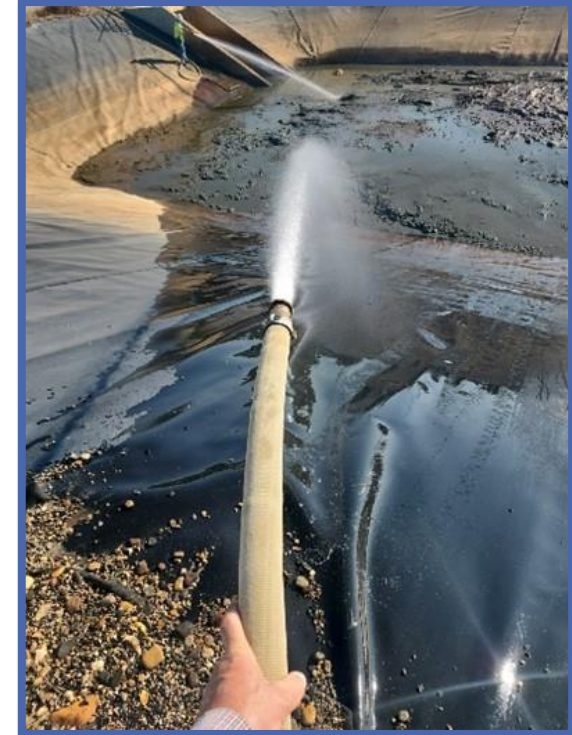
Water Treatment Plant



- Changed out the 16" Westside flow meter
- Collected the UCMR5 samples
- Replaced clear well pump #1
- All staff trained on the new Westech Unit



Water Treatment Plant



Wastewater Treatment Plant

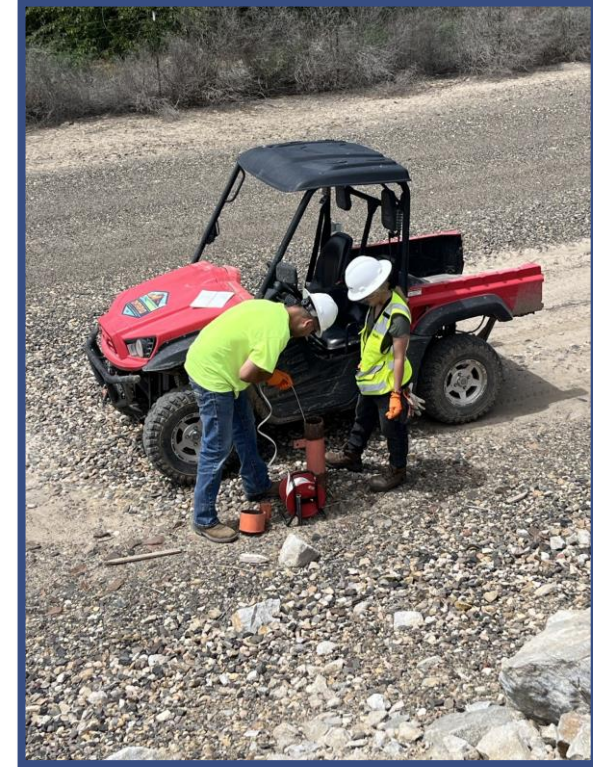


ONTARIO
OREGON

- Started up Skyline Irrigation system for the season
- Aerator maintenance quarterly and monthly inspections
- Mowed the buffer areas around the pivots
- Shut flow off to the Snake River and started pumping treated effluent to Skyline
- Cleaned the contact west chamber
- Received the new Skyline effluent pump and motor



Wastewater Treatment Plant



Buildings, Parks & Cemeteries



- 5 funerals at Evergreen Cemetery
- Applied herbicide to the parks and cemeteries
- Started all irrigation systems and repaired leaks, broken sprinklers and control valves
- Replaced 2 irrigation control panels that were vandalized and destroyed



Building, Parks & Cemeteries



ONTARIO
OREGON



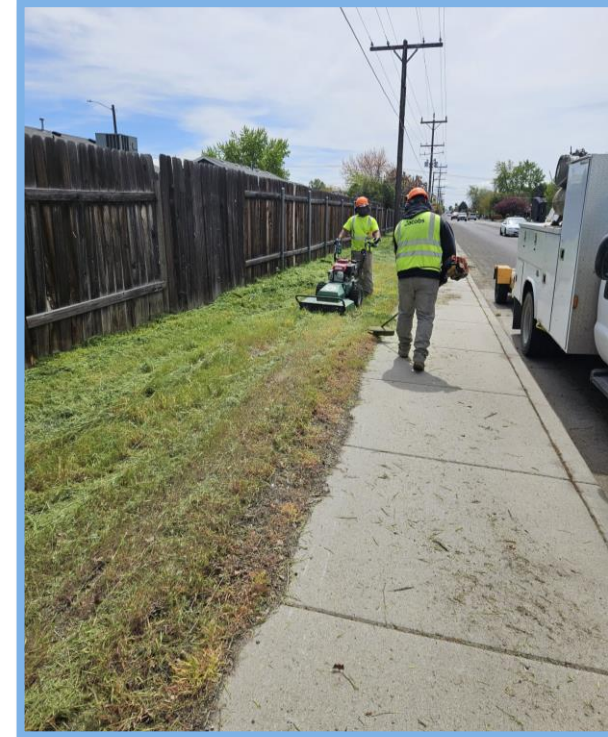
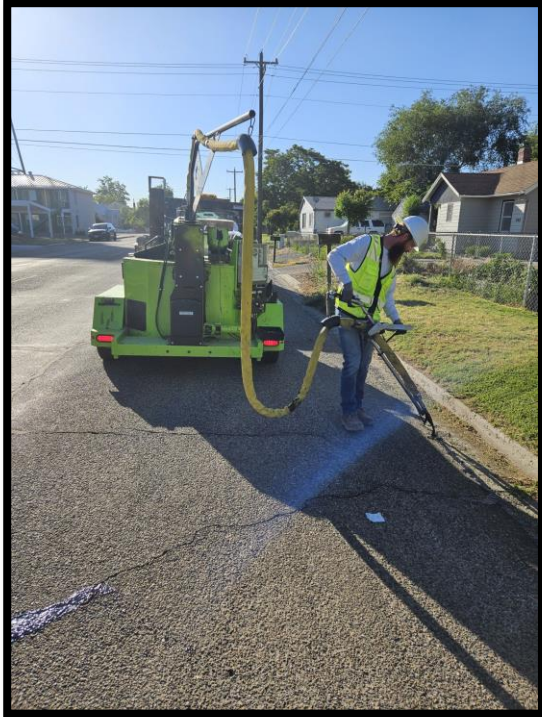
Field Services



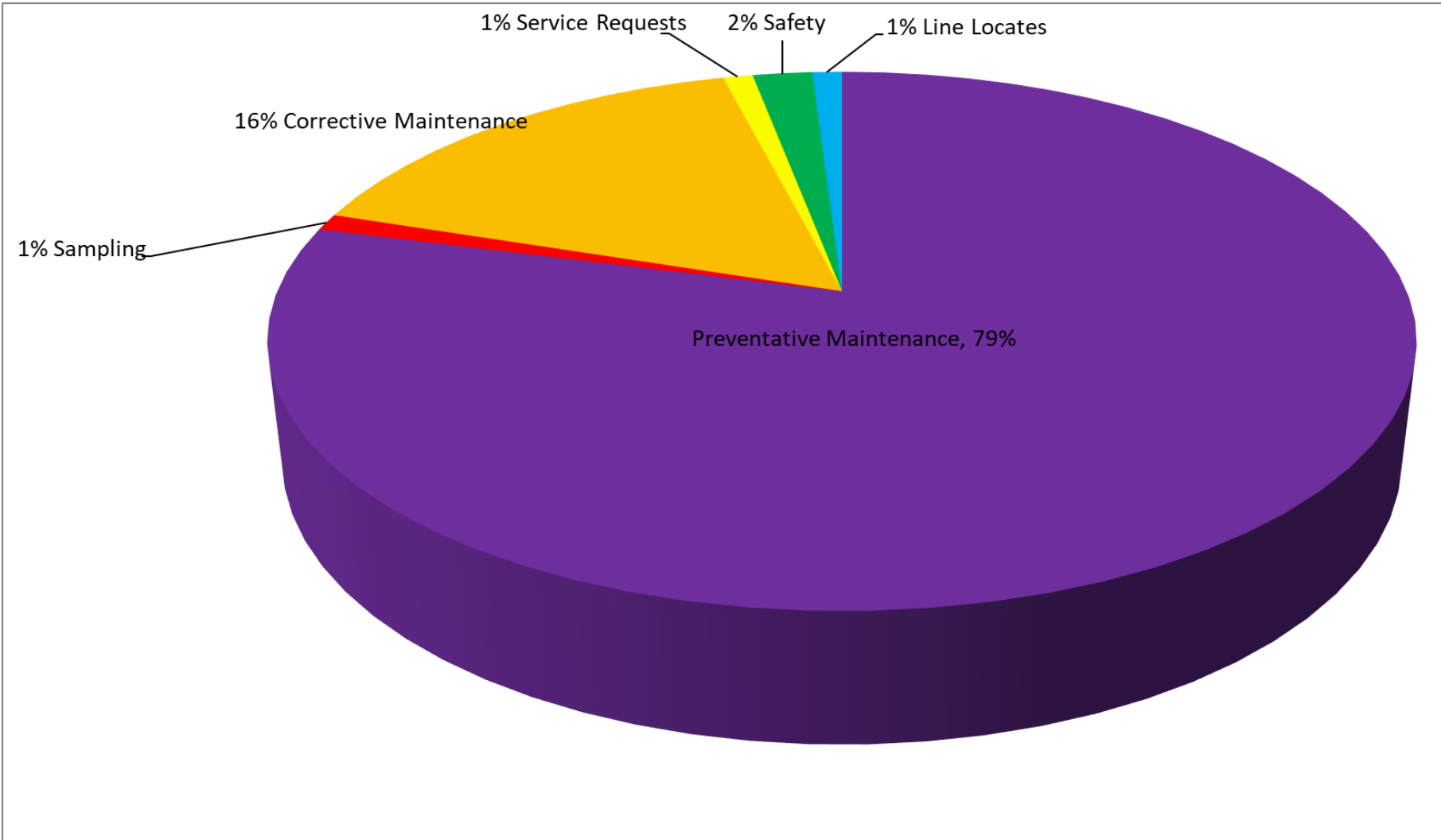
- Installed 11 new water service
- Replaced 25 water meters that failed
- 245 utility locates completed
- Graded the gravel sections of road throughout town
- Repaired the broken pipe in Evergreen Cemetery from vehicle damage
- Primary and secondary routes swept
- Crack sealed 7 lane miles
- Repaired a fire hydrant damaged by a vehicle



Field Services: Streets & Collection/Distribution



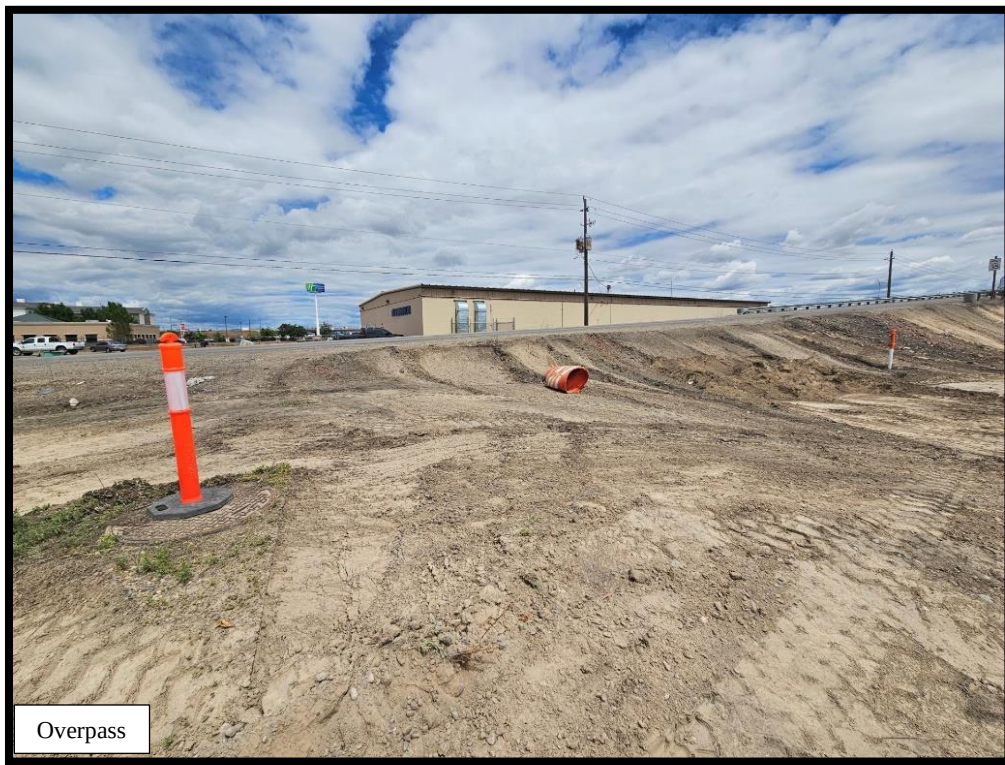
Department Summary



Questions?



Jacobs Public Works Department Monthly Report July 2024



Monthly Business Review

Public Works Department

Contents:

- ENGINEERING DEVELOPMENT REVIEW SUMMARY
- WATER TREATMENT PLANT AND DISTRIBUTION SYSTEM SUMMARY
- WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY
- OPERATIONS MAINTENANCE SUMMARY
- FACILITIES, CEMETERIES & PARKS
- APPENDIX



Water Service repair on Pennington Drive.

July Business Review

DEVELOPMENT REVIEW

ACTIVITIES JULY 2024

- Issued 7 ROW Permits
- Attended 2 PDAC meetings to discuss the expansion of a business.
- Attended 2 PDAC meetings to discuss the addition of residential housing.
- Attended the Jacobs monthly safety meeting.
- Inspected the abandonment of 1 Backflow device on irrigation systems.
- Multiple plan reviews for new construction
- Multiple construction inspections
- SE 5th Ave Sidewalk Project has completed approximately 2200 Lineal Feet of sidewalk.
- City Hall Elevator Modernization is in the engineering process.
- Water Treatment Plant Expansion Project has been tested and is currently online. There are minor adjustments being made along with punch list items continue.
- Safe Streets for All (SS4A) has completed its first event/public outreach.
- East Lane Pavement Rehabilitation Project is at 90% design and bid documents are being drafted.



SE 5th Ave & 1st



SE 5th Ave

July Business Review

WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY

ACTIVITIES JULY 2024

- Water treatment staff run diagnostic checks (jar testing) weekly to ensure that the chemical dosing is correct for the river water quality.
- Monthly Bacterial samples taken.
- Quarterly DBP, TOC, and Alkalinity samples taken
- 5 leak checks.
- 21 water meters turned on customer request.
- 12 meters checked for high consumption.
- 14 meters off customer request.
- 26 meters read verified.
- 33 meters off for nonpayment.
- 33 meters on for payment.



Cleared Microchlor blockage and repaired fill line.



Clearwell Pump #1 repair

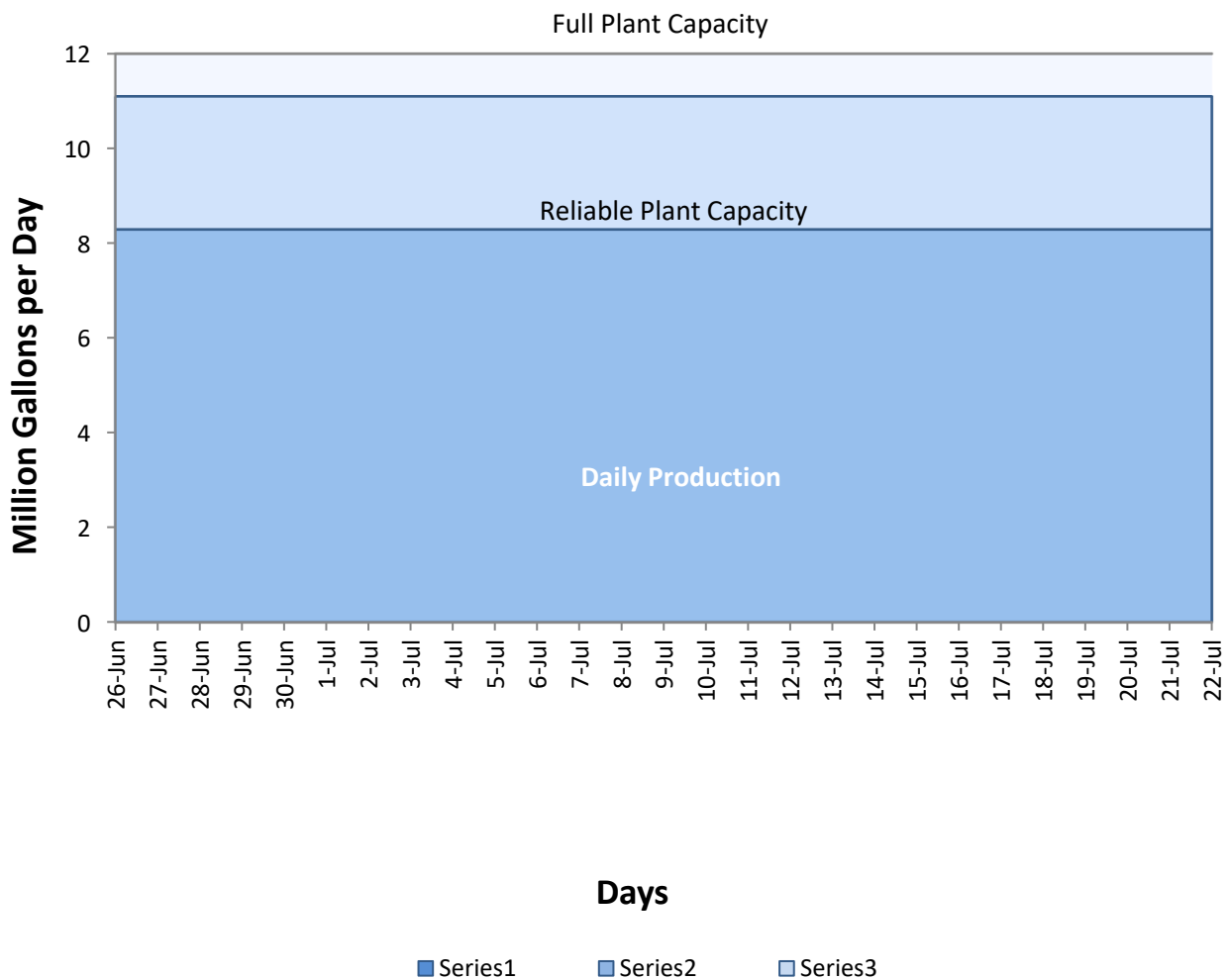
WATER: TREATMENT PLANT AND DISTRIBUTION SUMMARY**ACTIVITIES JULY 2024**

Eastside Flowmeter Replacement



WATER TREATMENT PLANT PRODUCTION VS. CAPACITY

Demand vs. Availability June 26- July 30, 2024



July Business Review

WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

ACTIVITIES JULY 2024

- All sampling per the 2019 NPDES permit has been completed.
- All OSU samples were completed for the month.
- All piezometer readings taken for the month.
- All work orders and lawn maintenance were completed for the month.
- The flow to the Skyline Reservoir was halted for contracted farmer's harvest as of July 9th and then started July 30th to fill Skyline Reservoir for use for the rest of summer season.
- We currently have 29 days of storage in the WWTP Lagoons.
- Skyline Reservoir is currently at 11.8 ft of storage.
- All aerator preventive maintenance was performed this month.
- The lagoon roads were leveled using Road Bossed



Skyline back fence line

WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM SUMMARY

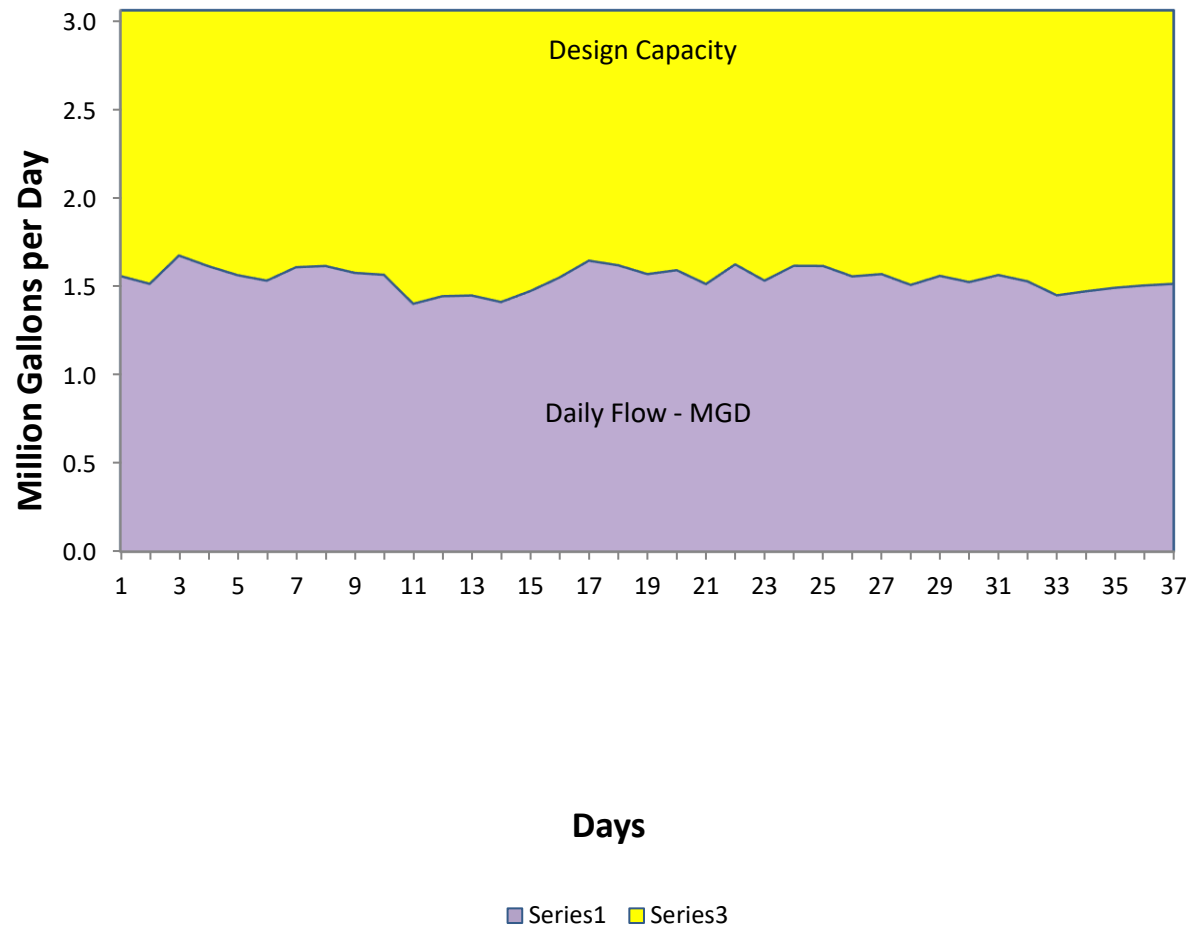
ACTIVITIES JULY 2024



Pivot 2 Malheur



Pivot 6 Skyline

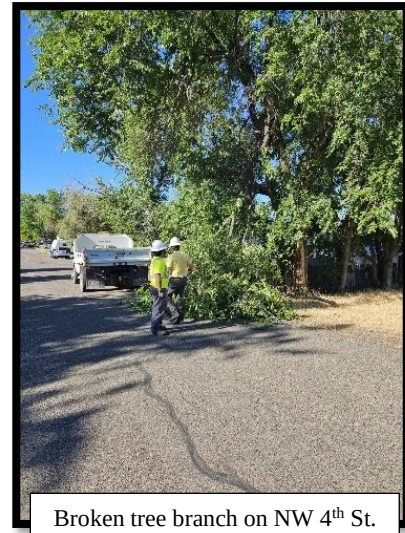
WASTEWATER TREATMENT PLANT**Wastewater Treatment Flows
Jun 24, 2024 - Jul 30, 2024**

July Business Review

OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JULY 2024

- Concrete around manhole on SW 5TH AVE.
- Two rounds of underpass and downtown sweeping.
- Finish crack seal around town.
- Pothole repair in Home Depot entrance.
- Asphalt around manhole on SW 5TH AVE.
- Install dead end sign at Terrace Place.
- Performed routine maintenance on equipment.
- Repaired water service on NW 4TH ST.
- Vac out valve cans on SW 5TH AVE.
- Install no parking signs at 202 Sears DR.
- Paint curb at 202 Sears DR.
- Paint curb at 463 S Park Blvd.
- Repaired school crossing sign on NW 4TH AVE.
- Removed broken tree branch on NW 4TH ST.
- Mowed weeds at unsheltered camp.
- Ran sewer line at Beck Park restrooms.
- 52 backflow checks handed out.
- Hung Tatter -tot banner on underpass.
- Clean sewer line as curtesy on NE 2ND ST.
- Continue fire hydrant numbers.
- Installed no parking sign at unsheltered camp.
- Weed eat along E Idaho Ave.
- Repaired water box on East Lane.
- Repair water service on Pennington DR.
- Repaired auger at prison bar screen.
- Replaced 3 water valves on SW 12TH ST.
- Repaired 2 patches of road with asphalt on NE 3RD ST.
- Repaired a 7x14 patch or road with asphalt on NE 2ND AVE.
- 1 new meter installed.
- 124 meters changed out.
- 48 utility locates completed.



Broken tree branch on NW 4th St.



Manhole Repair.



OPERATIONS MAINTENANCE: STREETS AND COLLECTION/DISTRIBUTION SUMMARY

ACTIVITIES JULY 2024



Water Service Repair



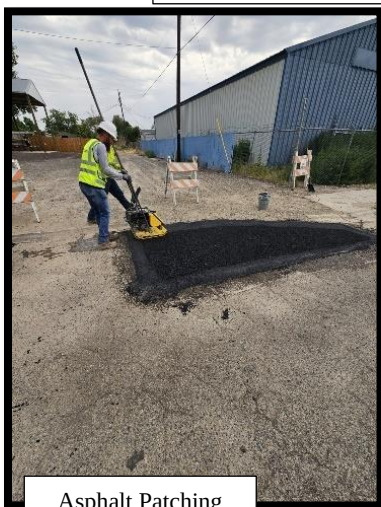
Valve replacement on Pennington Drive.



Fire hydrant hit on SE 2nd St.



Mowing weeds at unhoused shelter



Asphalt Patching



Auger replacement at bar screen.

July Business Review

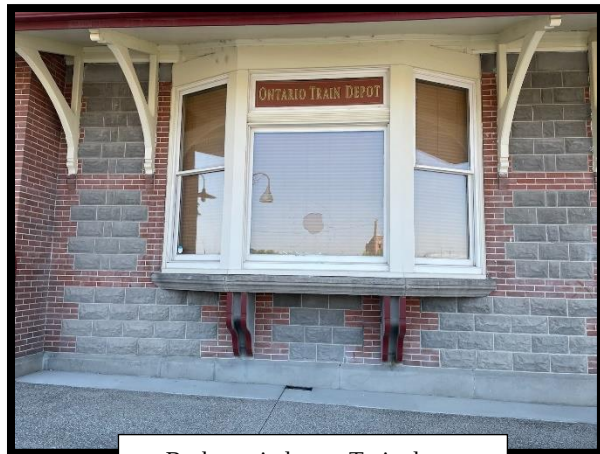
FACILITIES, CEMETERIES, AND PARKS SUMMARY

ACTIVITIES JULY 2024

- Sprayed Airport and Golf Course for broadleaf.
- Pump repaired at the golf course.
- Repaired pump at Aiken Park.
- Repaired damage to gate and fence at the Eastside Pump Station.
- Repaired gate at the fire training station.
- Replaced window at the train depot.
- Replace a door handle in the police department.
- Tree limb down at Evergreen Cemetery.
- 6 burials at Evergreen Cemetery, and 1 at Sunset Cemetery.



Limb down at Evergreen Cemetery

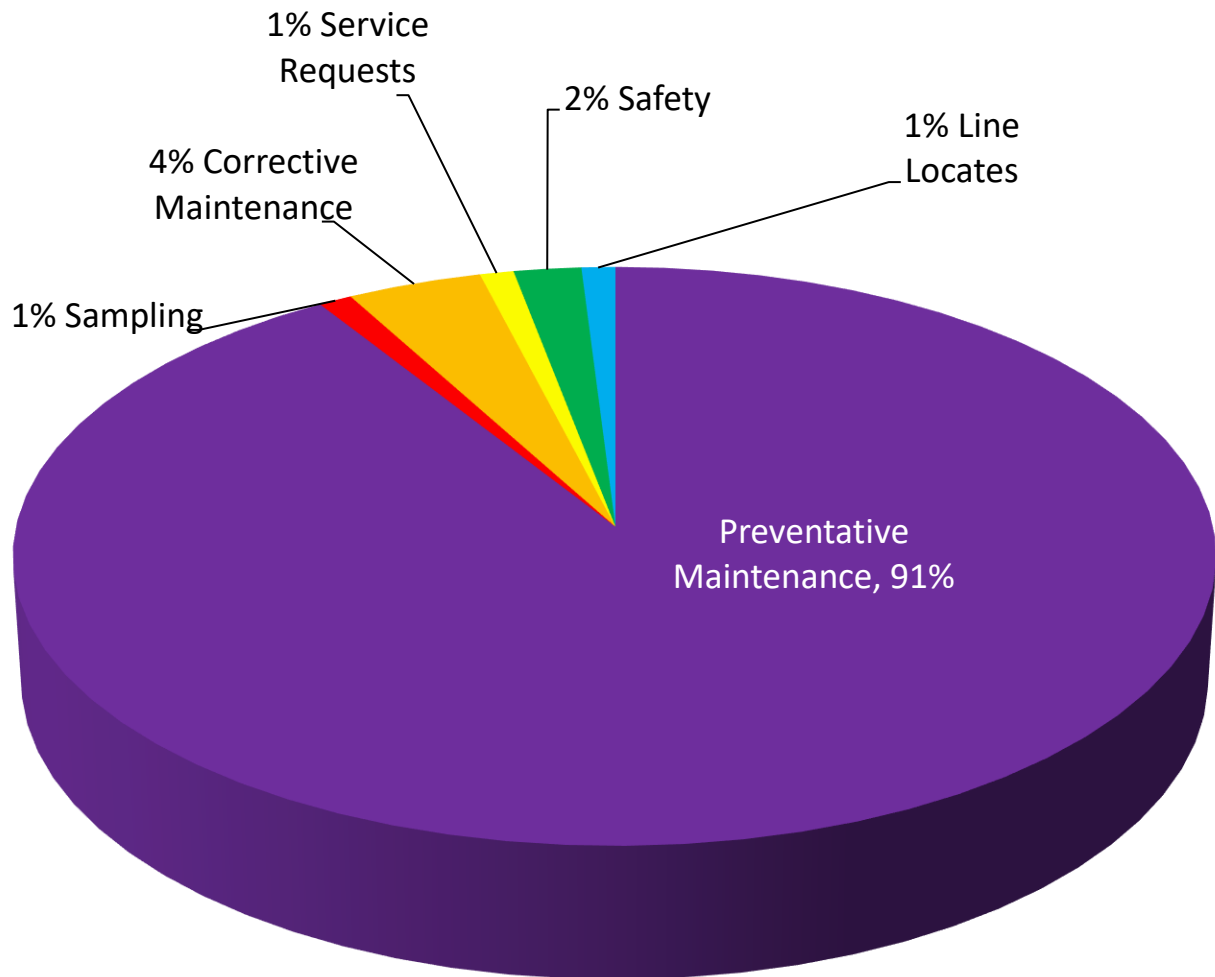


Broken window at Train depot

Before & after.



OPERATIONS MAINTENANCE: BUILDINGS, PARKS, CEMETERIES AND STREETS SUMMARY



APPENDIX

PUBLIC WORKS DEPARTMENT

The City of Ontario Public Works Department consists of five Divisions that include Administration, Engineering, Water Treatment and Distribution, Wastewater Treatment and Operations (Streets, Stormwater, Buildings, Parks and Cemeteries). The Department has 30 FTEs (full-time equivalent) employees. This service is provided via a Public-Private Partnership with Jacobs Engineering Group, INC.

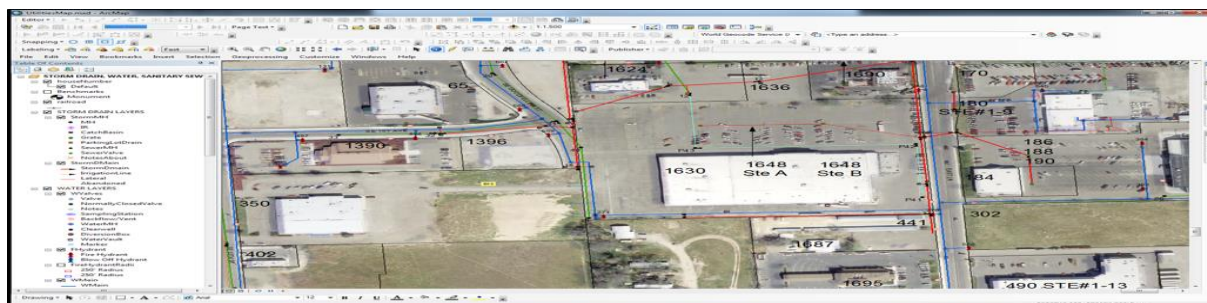
Public Works maintains a water system that complies with the EPA and Division of Health requirements. Staff also maintains the Wastewater Collection system and Wastewater Treatment facilities to meet DEQ standards. These same employees provide sewer and water line construction and maintenance to the City's transportation system (i.e.: streets, sidewalks, bicycle paths, storm-sewer systems, and other infrastructure within the city).

ADMINISTRATION

The Administration Division is responsible for the delivery of all of the contractual obligations and oversees the financial, human resource and all resource management processes. The Administrative Staff evaluate the needs for contracted services, implementing necessary service agreements, developing energy management strategies, and formulating short- and long-term programs and plans in conjunction with City Administration (City Management and City Council).

ENGINEERING

The Engineering Division Department works with other utilities, developers, and property owners in addressing utility issues, public improvements, subdivision development, local improvement districts and other municipal projects. The Department also maintains a set of Standard Specifications for providing uniform procedures for the installation. The staff reviews and approves construction plans for subdivisions, partitions, streets, sanitary sewer, water lines, and storm drainage construction projects. They also design projects, prepare bid documents, and provide project management for Public Works Capital Improvement Program (CIP) project improvements.



The Geographic Information System (GIS) database is maintained by Engineering Department staff. The department also provides support to the city by creating, analyzing, and maintaining the city's geographical digital data. They provide updates to the record maps for all city utilities, right-of-way, easements, land division plots, and city base maps.

OPERATIONS MAINTENANCE

Public Works maintains more than 122 lane miles of improved streets and more than 9 miles of alleys and is responsible for resurfacing, repairing, and maintaining the streets, installing, and maintaining street signs and markings, tree trimming, and repairing all established pavement markings. This Division also completes excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing, chip sealing, snow removal and sanding during the winter months, and weed control along the alleys. Public Works assist Ontario Chamber of Commerce by placing Holiday decorations on streetlights during the season.

ONTARIO PUBLIC WORKS MAINTAINS MORE THAN
122 LANE MILES OF IMPROVED STREETS 9 MILES OF
ALLEYS CHIP SEALS LAST A MINIMUM OF 8 YEARS, AND
PUBLIC WORKS CHIP SEALS 7 MILES PER YEAR 56 MILES
OF STORM DRAIN COLLECTION LINES, AND 1,450 CATCH
BASINS

As part of the annual Street Maintenance Program, crews chip seal street surfaces in the summer months to protect them from water and weather damage and to keep them in good condition. Chip seal roadway treatments help to maintain the existing pavement, delaying further aging resulting from water and sun,

and provides a moisture barrier to existing pavements by sealing surficial cracks. A chip seal application provides substantial savings to taxpayers and can last 8 to 10 years with just minimal roadway maintenance required. The city chip seals approximately 10 miles of streets per year.

The Ontario Park system consists of both active and passive recreational areas. There are four neighborhood parks, one community park, one large urban park, and numerous special use sites in the park system. In total, the City owns 13 park and recreational areas representing more than 1,012 acres of land. The city also owns the Wayne King Skateboard Park. There are two municipally owned and operated Cemeteries – Evergreen and Sunset Cemeteries. The Operations Division is responsible for the operation and maintenance of those areas. Included in their responsibilities are all municipal buildings. This includes general maintenance and repair work, the implementation of preventative maintenance programs, and the administering of service contracts (janitorial, HVAC, electrical, elevator, etc.). This division is also charged with the oversight of facility-related projects, including remodels and systems upgrades.

WATER TREATMENT PLANT

Water treatment plant staff is responsible for treatment of the city's drinking water supply. They must reliably produce high-quality water in adequate volume to meet city needs. Besides the daily laboratory checks, there are monthly, quarterly, and yearly reports.

There are two sources of water for Ontario's estimated 11,090 residents: 80 percent comes from the Snake River and 20 percent comes from wells. Two plants treat the City's water. One is a conventional filtration plant and the other is an up-flow clarifier. The steps for treatment are flocculation, sedimentation, filtration, and disinfection, which meet the compliance of the Oregon Health Authority (OHA).

The Oregon Health Authority requires an operator be on duty 365 days a year. Ontario customers account for 3,845 water services, not including Snake River Correctional Institute (SRCI).

THE WATER TREATMENT PLANT HAS A RELIABLE CAPACITY OF 8.3 MGD AND A MAXIMUM CAPACITY OF 11 MGD.

APPROXIMATELY 80 PERCENT OF WATER COMES FROM THE SNAKE RIVER, THE OTHER 20 PERCENT FROM WELLS.

MAINTAINS 80 MILES OF WATER MAINS.

The Water Treatment Plant has a reliable capacity (capacity with the largest pump out of service) of 8.3 Million Gallons Per Day (MGD) and a maximum capacity of 11 MGD. The water treatment plant average production is 6 MGD and the City's largest industrial user, Heinz Frozen Foods, uses an average of 2.2 MGD of that water.

The City retains surface and groundwater rights permits for a combined total of 38.23 cubic feet per second (cfs), 24.71 MGD for municipal use. One hundred percent (100%) of the City's potable water is treated and disinfected at the water treatment plant. The plant has an original 8-MGD design capacity based on the optimum filter loading rates. The City expanded its treatment capacity in 2006, through the addition of two adsorption clarification and filtration tanks.

Water Distribution System include maintenance and repair of approximately 97 miles of water lines and 3,625 services that include service installations, mainline installation, meter reading, maintenance of more than 600 fire hydrants, and valve exercising of more than 1,700 water valves.

WASTEWATER TREATMENT PLANT

The wastewater treatment plant collects wastewater from the entire city and SRCI. The prison accounts for approximately 16 percent of the flow to the plant.

Wastewater treatment plant operators use a conventional treatment system of aerated lagoons and secondary chlorination treatment. Effluent from the treatment process is used to irrigate forage crops during the growing season. Nine lift stations transport sanitary sewer waste to the Wastewater Treatment Plant. Wastewater is screened and the flow measured at the headworks. Five cells (lagoons) with 25 mechanical aerators assist with biological treatment. Onsite generation of chlorine is used for disinfection.

*PUBLIC WORKS MAINTAINS 78 MILES OF SANITARY
SEWER LINES THROUGHOUT CITY LIMITS*

Average discharge volume is approximately 1.5 MGD. Winter discharge is to the Snake River from November through March. Summer discharge is land applied to approximately 353 acres of cropland at the Skyline Farm. Sewer collection duties include maintenance and repair of approximately 78 miles of sanitary sewer lines within the city. Responsibilities include constructing new pipelines, cleaning all gravity sanitary sewer lines, repairing or replacing sanitary sewer lines as needed, providing line locations for all water and sewer lines, and maintaining eight lift stations plus a bar screen and one lift station from SRCI. The city has approximately 56 miles of storm drain collection lines and 1,450 catch basins throughout city limits. Duties include storm drain maintenance and repair, cleaning of approximately 11 miles of storm drain lines, and cleaning the catch basins.



ONTARIO POLICE DEPARTMENT

Law Total Incident, by Agency, All Offense Codes

Agency: Ontario Police Department

<u>Offense</u>	<u>Total Incidents</u>
()	1
Kidnapping/Abduction (100)	1
Rape (11A)	2
Fondling (11D)	1
Robbery (120)	1
Aggravated Assault (13A)	8
Simple Assault (13B)	20
Intimidation (13C)	6
Burglary/Breaking & Entering (220)	5
Shoplifting (23C)	12
Theft From Building (23D)	8
Theft From Motor Vehicle (23F)	8
Theft of Motor Veh. Parts/Acce (23G)	1
All Other Larceny (23H)	10
Motor Vehicle Theft (240)	3
Counterfeiting/Forgery (250)	3
False Pretenses/Swindle/Conf G (26A)	5
Stolen Property Offenses (280)	3
Destruction/Damage/Vandalism (290)	27
Drug/Narcotic Violations (35A)	1
Pornography/Obscene Material (370)	1
Weapon Law Violations (520)	4
Disorderly Conduct (90C)	14
Driving Under the Influence (90D)	6
Family Offenses, Nonviolent (90F)	1
Liquor Law Violations (90G)	1
Trespass of Real Property (90J)	16
All Other Offenses (90Z)	22
Not Applicable (NA)	51
Not Classified (NC)	1
Municipal Ordinance (ORD)	119
Total Incidents for This Agency:	362

Total reported: 362

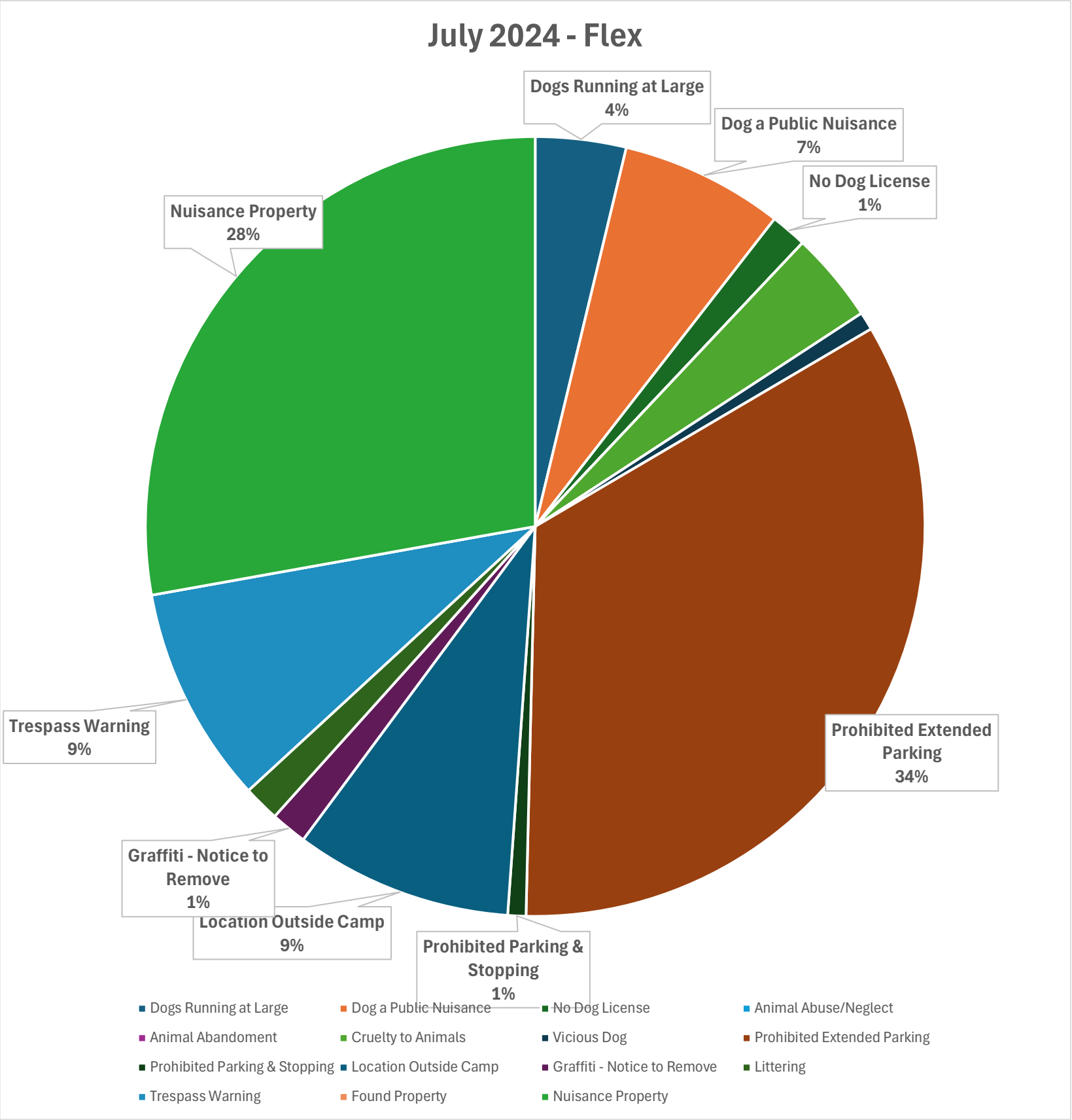
Report Includes:

All dates between `00:00:00 07/01/24` and `23:59:59 07/31/24`, All agencies matching `OPD`, All natures, All locations, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes

CODE ENFORCEMENT

JULY: 2024 STATS

Violation	Jul-24
Dogs Running at Large	5
Dog a Public Nuisance	9
No Dog License	2
Animal Abuse/Neglect	0
Animal Abandonment	0
Cruelty to Animals	5
Vicious Dog	1
Prohibited Extended Parking	45
Prohibited Parking & Stopping	1
Location Outside Camp	12
Graffiti - Notice to Remove	2
Littering	2
Trespass Warning	12
Found Property	0
Nuisance Property	37
July Summary	133





July 2024 Monthly Report



July 2024
Response Stats

July 2024 Calls for Service	City	Rural	Total	
Medical Emergencies	132	20	152	
Tiered Medical Calls (Non-Emergency)	37	1	38	20%
Fire Related Calls	23	20	43	19%
Hazmat	1	0	1	
Generals	4	9	13	
Mutual Aid Given	0	6	6	
Overdoses	3	1	4	
Total	193	41	234	

82%

18%



Fire Prevention:

- Malheur County Fair
- Numerous inspections
- LEPC
- Fire Defense Board
- PDAC meetings
- Plan reviews
- Inspections with the State Fire Marshal's Office

Burn Permits Issued:

City Open Burns – 0
City Burn Barrels - 0

Rural Open Burns – 14
Rural Burn Barrels - 0



July 2024

Department Updates

- Chief Benson and Charlotte have been working on submitting all the required information for the Critical Risk Assessment/Standards of Cover Study. It is coming along well and great progress is being made.
- ICS was activated 7/24/24 following the threat of the Cow Valley/Durkee fire spreading into our rural district. Many community partners stepped up to assist with filling vacant roles within the command team. Pre-evacuation notifications were delivered to those who were in the potential affected area. Thankfully, no further action was needed, and command was terminated around 10pm.
- Multiple crews were sent out at separate times to provide mutual aid for the Huntington, Owyhee and Cow Valley fire to assist with structure protection.

Firefighter Training

- Car fires
- Swift water rescue
- Wildland S130/190
- River boat training
- Ventilation
- OSHA Heat preparedness
- Search & Rescue
- Water supply

Community Involvement

OHS Soccer Camp

Crews took a truck down to the High School Soccer camp and provided some much-needed relief from the high temperatures with a soak down from one of the trucks. It was loved by all!

Malheur County Fair

Ontario Fire spent drill night at the fair providing fire prevention education to fair goers. We had the smoke house and a Jr firefighter agility course as well as many informative handouts for parents to review while they waited for their children. Over 100 kids went through the activities. It was a very successful night.

Care Packages

Several Ontario Volunteer Firefighter Associate members joined Community members to make care packages to send out to the almost 700 firefighters battling the Cow Valley/Durkee Fire. After one week, enough supplies were collected to make 1100 care bags. An additional 500 bags were created to be sent to local departments to ensure that all firefighters had a “go pack” in their bags for wildfire deployments. These bags include snacks, hydration packets and hygiene essentials to keep them going until resources arrive.



July 2024



Significant Incidents

7/2 634 Hughes Dr

Payette Fire requested mutual aid for a grass fire on River St. While enroute, crews were redirected to a fully involved structure fire. 157's crew was able to assist Payette and help get the fire under control.

7/3 Fruitland Nursery Fire

Mutual aid was requested in Fruitland for a large grass fire that was started by fireworks and rapidly moving towards structures on the property. Numerous agencies responded and after several hours the fire was contained.

7/4 Remuda Ln

Homeowners set the hillside on fire following the use of illegal fireworks. Several Ontario Fire crews responded as well as Nyssa fire. Thankfully, we had upstaffed for the 4th of July using the OSFM Wildfire staffing grant funds. This allowed for a quick response, which was imperative to get the fire controlled quickly.

7/10 Mutual Aid Huntington

Mutual aid was requested for a large wildfire in Huntington. A 3-person crew responded and provided support through the night.

7/11 Mutual Aid Vale

Mutual aid was requested by Vale Fire for a wildland fire in Brogan. This fire grew rapidly and soon became a conflagration fire. On this day crews responded for structure protection and were on scene most of the day.

7/13 Foothill Dr/ Malheur Butte

Ontario Fire was dispatched to a grass fire that started up by the Butte. The area falls into BLM jurisdiction but with resources being tied up in the larger fires the decision was made to send trucks to prevent it from spreading into our jurisdiction. Shortly after arriving, OFD crews were joined by BLM crews and over the course of a few hours the fire was contained and extinguished.

7/24 Vale Mutual Aid

Vale requested mutual aid after an additional wildfire started due to lightning. Due to having grant workers on shift, we were able to send a truck to assist.

MALHEUR COUNTY COURT MINUTES

July 10, 2024

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Staff present in the meeting room were Administrative Officer Lorinda DuBois and Economic and Community Development Director Taylor Rembowski. Notice of the meeting was posted on the County website, Courthouse bulletin board and emailed to the Argus Observer, Malheur Enterprise and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2024-1949](#)

PUBLIC HEARING - RATE INCREASE FOR ONTARIO SANITARY SERVICE

Present for the public hearing for consideration of rate increases for Ontario Sanitary Service were Mark Fulwiler and Travis Williams from Ontario Sanitary Service/Waste Connections. Notice of the hearing was published in the Argus Observer on June 26, 2024. Judge Joyce opened the hearing. A rate increase of 4% was proposed. No written comments were received; no oral comments were received. Mr. Fulwiler explained the proposed increase is based on the CPI for rural Oregon. Mr. Fulwiler also noted that since Waste Connections acquired Ontario Sanitary (approximately two years ago) there has been an effort to have competitive wages for the employees as it is safer for the communities and the company to have the same drivers on the same routes; it is important to retain employees for long term. The hearing was closed. Commissioner Jacobs moved to approve the requested rate increase. Commissioner Mendiola seconded and the motion passed unanimously. The changes are effective August 1, 2024. See instrument# [2024-1950](#)

QUAGGA AND ZEBRA MUSSELS

Friends of the Owyhee Executive Director Tim Davis, Campaign Coordinator Andrea Bonadiman and Community Organizer MJ Winter met with the Court. Also present were Sheriff Travis Johnson and Don Dalton. Mr. Davis explained that Friends of the Owyhee in collaboration with Oregon Department of Fish and Wildlife are holding an educational event focused on Quagga and Zebra Mussels at the Indian Creek Boat Ramp parking lot on July 27 at 10:00 a.m. These mussels are a significant threat to the area and the event will educate on how to inspect watercraft to prevent their spread. Mr. Davis also explained that ODFW has identified Owyhee Reservoir as Oregon's highest-risk area due to the unique calcium and pH levels in the water. The existing watercraft check stations in Ontario and Marsing, Idaho operate for limited hours, potentially allowing boats carrying mussels to pass through. Over the past decade, the Ontario Check Station has intercepted invasive mussels on boats originating from Texas, Ohio, and Tennessee, underscoring the ease with which these mussels can bypass check stations despite national efforts to prevent their spread. If these boats were headed to the Owyhee Reservoir, they would not have passed through the Ontario Check Station instead traveling through Parma or Wilder after reaching Boise. Invasive mussels pose a severe threat. If established in the Owyhee Reservoir, they could clog irrigation infrastructure (intake pipes and canals) leading to significant disruptions in water supply for agriculture. Mr. Davis asked that the County advocate with the State for or explore the possibility of, establishing seasonal check stations at Owyhee Reservoir and Leslie Gulch from spring to fall and also during the rafting season from March to May/June at the Rome boat launch.

Deputy Frates joined the session.

Those present discussed the concerns with the invasive mussels and possible location for a check station. See instrument # [2024-1955](#) for the handouts.

CROSSING PERMITS

Commissioner Jacobs moved to approve Crossing Permit #65-24 to Probst Electric for work on Grand Avenue #562; and Crossing Permit #66-24 to Middle Mile Infrastructure for work on Clark Boulevard #857. Commissioner Mendiola seconded and the motion passed unanimously. Original permits will be kept on file at the Road Department.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of July 3, 2024 as written. Commissioner Mendiola seconded and the motion passed unanimously.

LETTER OF SUPPORT - COMMUNITY IN ACTION GRANT APPLICATION

Commissioner Jacobs moved the Court sign a letter of support for Community in Action's (CinA) grant application for a USDA (United States Department of Agriculture) Housing Preservation Grant for fiscal year 2024. The grant funds will provide additional rehabilitation efforts within the housing repair program. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2024-1951](#)

CONTRACT - VALLEY FAMILY HEALTH CARE

Commissioner Jacobs moved to approve Amended and Restated Affiliation Agreement for Medical Services in the Malheur County Jail with Valley Family Health Care Inc. Commissioner Mendiola seconded and the motion passed unanimously. The Contract expires June 30, 2026. See instrument # [2024-1952](#)

ARCADIA INDUSTRIAL PARK - WEEDS

Commissioner Jacobs discussed the weeds on the Arcadia Industrial Park property with the Court members. Commissioner Jacobs would like to have a program implemented to control the weeds long term. Farmer's disked the property and sprayed earlier in the year and the County Weed Inspector sprayed some of the rail areas; additional spraying is needed now. A right-of-way license is needed to spray the rail areas. The rails should also be sterilized this fall. Consensus was to move forward with spraying the property.

EMPLOYMENT AGREEMENT - VITTO

Commissioner Mendiola moved to approve Employment Agreement with Maverick Vitto Malheur County Deputy District Attorney I. Commissioner Jacobs seconded and the motion passed unanimously. Mr. Vitto is a participant in the Oregon Supervised Practice Portfolio Examination (SPPE) program and is working under the supervision of District Attorney David Goldthorpe. See instrument # [2024-1954](#)

RESOLUTION - DIRECTORS HOLD/LIFEWAYS

Commissioner Jacobs moved to approve Resolution R24-17: Resolution Authorizing Andrea Recla, Oscar Hernandez, Austin Robishaw, Ryan Kelly, David Tovar, Sarah Reece, Ron Van Ausdal, Katrina Alford, Madison Shira, Tim Koberlein, Gaby Kissell, Bradi Fritts, Lisa Tovar, Hannah Radford, and Brandon Plumb to Direct a Peace Officer or Approved Secure Transport Provider to Take Allegedly Mentally Ill Persons into Custody. Commissioner Mendiola seconded and the motion passed unanimously. See instrument# [2024-1953](#)

PLANNING DIRECTOR VACANCY

The Court was given applications for the Planning Director vacancy; the Court members will individually score the applications and interviews will be scheduled.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(e) Real Property Transactions with Judge Joyce presiding with Commissioner Jacobs and Commissioner Mendiola present. Also present were County Counsel Stephanie Williams, Administrative Officer Lorinda DuBois, Economic and Community Development Director Taylor Rembowski, and Antonio Sunseri with the Argus Observer was present electronically. No decisions were made during or following the meeting.

COURT ADJOURNMENT

The meeting was adjourned.

Delegation of Authority with the Oregon Office of State Fire Marshal for the Cow Valley Fire was signed by Judge Joyce on July 12, 2024; instrument # [2024-1986](#); and Relinquishment of the Delegation of Authority was signed by Judge Joyce on July 15, 2024; instrument # [2024-2002](#)

MALHEUR COUNTY COURT MINUTES

July 17, 2024

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Notice of the meeting was posted on the County website, Courthouse bulletin board and emailed to the Argus Observer, Malheur Enterprise and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2024-2020](#)

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Also present were Administrative Officer Lorinda DuBois, County Surveyor Derrick McKrola (present electronically), and Polly DeVore. No decisions were made during the session.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Also present were Administrative Officer Lorinda DuBois, County Surveyor Derrick McKrola (present electronically), and Carol Parker (present electronically). No decisions were made during the session.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Also present were Administrative Officer Lorinda DuBois and Rebecca Stricker. No decisions were made during the session.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Also present were Administrative Officer Lorinda DuBois and Marjorie Wilson (present electronically). No decisions were made during the session.

CONTRACT ADDENDUM - ENGINEERING NORTHWEST

Commissioner Mendiola moved to approve First Addendum to Agreement/Contract for Professional Services between Malheur County and Engineering Northwest LLC for Bully Creek Campground ADA Upgrades. Commissioner Jacobs seconded and the motion passed unanimously. Design services of a second day use area is added to the Agreement.

EMERGENCY DECLARATION

Sheriff Travis Johnson and Lieutenant Rich Harriman met with the Court. Lt. Harriman presented a resolution declaring a state of emergency within the County due to wildland fires. Tens of thousands of acres of lost grassland, crippling agricultural loss and personal property have been destroyed during the wildland fires in July of 2024. Commissioner Jacobs moved to approve Resolution R24-18: In the Matter of Declaring a State of Emergency within Malheur County. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2024-2019](#)

Sheriff Johnson explained that the Sheriff's Office is working in conjunction with BLM and OSP on an investigation into the cause of the fire(s). A press release with a tip line will be issued soon.

EXECUTIVE SESSION

Executive Session was called in accordance with ORS 192.660(2)(a) - Employment of Public Officers, Employees and Agents with Judge Joyce presiding with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Also present was Administrative Officer Lorinda DuBois. No decisions were made during the session.

PLANNING DEPARTMENT DIRECTOR AND HEALTH DEPARTMENT DIRECTOR

Consensus of the interview committee was to authorize Ms. DuBois to make a conditional offer of employment for the Planning Department Director and the Health Department Director to the committee's number one candidate for each position.

ANNUAL JAIL INSPECTION

The Court members conducted the annual jail inspection. See instrument # [2024-2021](#)

ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

July 31, 2024

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 10:00 a.m. in the County Court Office with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Staff present in the meeting room were Administrative Officer Lorinda DuBois and Economic and Community Development Director Taylor Rembowski. Notice of the meeting was posted on the County website, Courthouse bulletin board and emailed to the Argus Observer, Malheur Enterprise and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2024-2157](#)

AGENDA CHANGE

It was noted that the 10:00 scheduled appearance had cancelled.

JUVENILE DEPARTMENT

Juvenile Department Director Ted Martinez and IS Director Joshua Kreger met with the Court and provided an update. The juvenile short term holding facility has been decommissioned. The State has been notified that the detention facility will no longer be utilized. The facility is being repurposed for office space for the IS Department. The Juvenile Department has had one counselor vacancy for approximately one year; there will be a second vacancy tomorrow. The counselor vacancy will be posted again; it is hoped to fill both positions by the end of the year.

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of July 24, 2024 as written. Commissioner Jacobs seconded and the motion passed unanimously.

EMPLOYMENT AGREEMENT - REYNA

Commissioner Mendiola moved to approve Employment of PERS Retiree Employment Agreement with Rachel Reyna. Commissioner Jacobs seconded and the motion passed unanimously. See instrument # [2024-2158](#)

FUND TRANSFERS RESOLUTION

Commissioner Jacobs moved to approve Resolution No. R24-19: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Mendiola seconded and the motion passed unanimously. The resolution accounts for end of the 2023-2024 fiscal year necessary budget transfers. See instrument # [2024-2159](#)

FUND TRANSFERS RESOLUTION - EXTENSION SERVICE DISTRICT

Acting as the governing body of the Malheur County Agricultural Educational Extension Service District, Commissioner Jacobs moved to approve Resolution No. R24-20: In the Matter of Fund Transfers Under Local Budget Law ORS 294.463. Commissioner Mendiola seconded and the motion passed unanimously. The resolution accounts for end of the 2023-2024 fiscal year necessary budget transfers. See instrument [2024-2160](#)

IGA FOR DISPATCH SERVICES – TVP

Commissioner Jacobs moved to approve Agreement for 9-1-1 and Dispatch between Malheur County and Treasure Valley Paramedics. Commissioner Mendiola seconded and the motion passed unanimously. The Agreement is effective for three fiscal years through June 2027 and includes an automatic renewal provision. See instrument # [2024-2161](#)

BULLY CREEK CAMPGROUND ADA UPGRADES - 50% DRAWINGS

The Court reviewed the 50% drawings for the Bully Creek Campground ADA Upgrades project; the Court had no suggested changes/comments to the drawings.

ARPA PROJECT

Ms. DuBois and Sheriff Johnson updated the Court on Starlink for the marine patrol boats. The Sheriff's Office has researched the product and determined that the purchase of 4 portable units (Starlink Mini) would meet the needs of the Office. The units would be beneficial to the Marine program and the Search and Rescue program. The units would have been extremely helpful during the recent wildfire activities. Using the Starlink units may allow for the Office to cancel its satellite phones. It was requested the Court authorize purchase of 4 Starlink Mini units from ARPA funds (each unit is about \$600); the Sheriff's Office will pay for the monthly subscription fee from its budget. The Court discussed the product with Sheriff Johnson. Commissioner Mendiola moved to authorize the purchase of 4 units using ARPA funds. Commissioner Jacobs seconded and the motion passed unanimously.

COURT ADJOURNMENT

Judge Joyce adjourned the meeting.

MALHEUR COUNTY COURT MINUTES

August 7, 2024

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Notice of the meeting was posted on the County website, Courthouse bulletin board and emailed to the Argus Observer, Malheur Enterprise and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2024-2218](#)

TREASURE VALLEY PARAMEDICS (TVP) - QUARTERLY REPORT and EXTENSION OF AGREEMENT

TVP, Inc. President Steve Patterson, Vice-President Heather Land, and Attorney Shawn Logan met with the Court and provided a quarterly update per the terms of the personal services contract amendment. The use of the chase car continues to be successful; the chase car is not called out often and there is ALS in Nyssa. There has not been a reduction in services with the use of the chase car and TVP requested that the agreement for use of the chase car be extended. Some local paramedics are returning to employment with TVP; another local individual just completed her Oregon paramedic licensing; and TVCC has a program starting this Fall. Commissioner Mendiola moved to approve Second Amendment to Personal Services Contract for Emergency Medical and Ambulance Service, Ontario ASA Malheur County Oregon with Treasure Valley Paramedics (TVP). Commissioner Jacobs seconded and the motion passed unanimously. The agreement expires July 1, 2027. See instrument # [2024-2219](#)

CROSSING PERMIT

The Court reviewed Crossing Permit #67-24 to Juan Castillo for exploratory digging to locate a culvert on Kochsmeier Rd #509. The Court wanted further information and took the matter under advisement.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of July 31, 2024. Commissioner Mendiola seconded and the motion passed unanimously.

EASTERN OREGON COUNTIES ASSOCIATION (EOCA) - DUES

Commissioner Jacobs moved to authorize payment of EOCA membership dues for fiscal year 2024/2025 in the amount of \$12,500. Commissioner Mendiola seconded and the motion passed unanimously.

AGREEMENT - BUILDING CODES DIVISION

Commissioner Jacobs moved to approve Intergovernmental Partnership Agreement ePermit System and Services with Building Codes Division, IGA #PO-44000-00027507. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2024-2220](#)

IGA #26018 AMENDMENT

Commissioner Jacobs moved to approve Fourth Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Agreement # PO-44300-00026018. Commissioner Mendiola seconded and the motion passed unanimously. Funding is for Invoice Services.

COURT ADJOURNMENT

Commissioner Mendiola moved to adjourn the meeting. Commissioner Jacobs seconded and the motion passed unanimously.

MALHEUR COUNTY COURT MINUTES

August 14, 2024

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. in the County Court Office with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Members of the media, public and staff had the opportunity to join the meeting electronically or in-person. Staff present in the meeting room were Administrative Officer Lorinda DuBois and Economic and Community Development Director Taylor Rembowski. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer, Malheur Enterprise and those persons who have requested notice. The meeting was audio recorded. The agenda is recorded as instrument # [2024-2285](#)

VOCATIONAL REHABILITATION

Teri Brown, Vocational Rehabilitation Workforce and Business Coordinator met with the Court and provided an overview of the Vocational Rehabilitation Program and answered questions from the Court members. Vocational Rehabilitation is a state and federally funded program that serves Oregonians with disabilities by helping them obtain and maintain competitive integrated employment. The program has a dual client model serving job seekers and businesses. Ms. Brown serves thirteen counties, is based in Union county, and works with various community partners. Vocational Rehabilitation is a resource for Oregon businesses and provides disability awareness training and assistance with 503 compliance, and connection to qualified job seekers if appropriate. Vocational Rehabilitation also serves youth with disabilities and works closely with the Oregon Education Department and schools to make sure that transition age youths have pre-employment transition services so that they know what employability is. Vocational Rehabilitation can assist with the cost of training and equipment for clients in some cases.

ORDER DESIGNATING NEWSPAPER

Treasurer/Tax Collector Jennifer Forsyth met with the Court; Ms. Forsyth requested the Argus Observer be designated as the newspaper for publication of the 2024 tax foreclosure list. Commissioner Jacobs moved to approve Order No. GO-06-24: In the Matter of the Designation of a Newspaper for the Publication of the 2024 Malheur County Tax Foreclosure List. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2024-2286](#)

GOODFELLOW REMODEL PROJECT - CHANGE ORDER

Commissioner Jacobs moved to approve a change order for the Goodfellow remodel project in the amount of \$20,700. Commissioner Mendiola seconded and the motion passed unanimously.

CROSSING PERMIT

The Court did not authorize Crossing Permit #67-24 to Juan M. Castillo to dig an exploratory hole to locate a culvert on Kochsmeier Road #509. The Court indicated that after review of correspondence from ODOT they did not believe they had jurisdiction. Judge Joyce indicated he would have Road Supervisor Dave Tiffany notify the applicant. See instrument # [2024-2296](#) for the ODOT correspondence.

COURT MINUTES

Commissioner Jacobs moved to approve Court Minutes of August 7, 2024 as written. Commissioner Mendiola seconded and the motion passed unanimously.

LETTER OF SUPPORT - RURAL PROSPERITY PARTNERS

Commissioner Jacobs moved to approve a letter of support for Rural Prosperity Partners grant application to USDA Rural Development for the Broadband Technical Assistance Program. Commissioner Mendiola seconded and the motion passed unanimously. See instrument # [2024-2287](#)

PARTNER MEETING

Commissioner Jacobs attended a wildfire rehabilitation partners meeting. Outreach to the ranchers is needed to advise them of procedures and programs that may be available to them. Commissioner Jacobs will try to organize a public meeting similar to what was recently held in Harney county.

AUDIT

Ms. DuBois noted that the 2023/24 fiscal year is closed and the annual audit is scheduled for October.

CULVERT

A culvert on Bully Creek Road was briefly discussed; the Road Department is aware that the culvert is plugged and will take care of it.

COURT ADJOURNMENT

Commissioner Mendiola moved to adjourn the meeting. Commissioner Jacobs seconded and the motion passed unanimously.



ONTARIO
OREGON

"The Gateway to Adventure"

Ontario Municipal Airport
444 SW 4th Street | Ontario, OR 97914
P: (541) 709-7651 | F: (541) 889-7121
andy.wood@ontariooregon.org

Airport Committee Meeting Minutes

July 1, 2024

The committee meeting was called to order by Chairman Dan Beaubien at 6:08 pm.

- 1) **Roll Call:** Rick Todd-excused, Bill Hager-present, John Freeburg-present, Gary Taylor-late present, Shawn Coleman-present, Michael Franks-excused, Chairman Dan Beaubien-present, Alternate Jim Beaumont- present

Ex Officio members: John Kirby (City Council)-present, Dan Cummings (City Manager)-present.

Airport Manager: Andy Wood-present

FBO: Silverhawk: not present

2) PLEDGE OF ALLEGIANCE

- 3) **MOTION TO ADOPT THE AGENDA:** *Shawn Coleman moved to approve the agenda as presented. John Freeburg second. Roll call vote: Rick-out, Bill-yes, John-yes, Gary-out, Shawn-yes, Mike-out, Dan-yes and Jim-yes. Motion carried 5/0/2.*

- 4) **APPROVAL OF MINUTES:** *Joun Freeburg moved to approve the minutes from 6/3/2024 as amended. Shawn Coleman second. Roll call vote: Rick-out, Bill-yes, John-yes, Gary-out, Shawn-yes, Mike-out, Dan-yes and Jim-yes. Motion carried 5/0/2.*

- 5) **PUBLIC COMMENT** Pete Morgan shared that all the past problems at the airport were not with private hangar owners but rather those with a commercial lease or businesses operated at the airport. He also referred to the recent Argus newspaper article.

- 6) **NEW BUSINESS:** A) Airport alternative parking areas: Andy showed maps of possible parking areas that could be made available inside the security fence if the authority should decide to lease that land to hangar owners. More information will be brought back to the committee in the near future.

- 7) **HAND-OUTS/DISSUSSION ITEMS** A) Grass strip: Andy said that the sprinklers are too low in some places and need to be raise to water properly. He also stated that the pull behind the tractor mower currently being used is cutting the runway grass too long. It needs to be cut shorted with a different mower. Dan B said that the EAA group of



ONTARIO
OREGON

Ontario Municipal Airport
444 SW 4th Street | Ontario, OR 97914
P: (541) 709-7651 | F: (541) 889-7121
andy.wood@ontariooregon.org

"The Gateway to Adventure"

volunteers worked to improve the runway last Saturday. It has been watered and rolled and is smoother now. It will need to be in good condition for the Nation STOL competition in September.

B) Airport district: Dan C said that he was asked by the City Council to look into an "Airport District" for the Ontario Municipal Airport. He is checking into it and will report back to the committee.

- 8) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS** Shawn asked about the fire hydrant that was moved away from his hangar during the construction of the new taxiway near the new hangars. Gary also mentioned not having a hydrant close enough to his hangar to provide fire protection which in turn drives up insurance rates. Dan C said he will check into it.

Julie Lynch said that TVCC has about 60 active flight students with 24 new students enrolling each term. She then introduced Charlotte Hatch who has joined the aviation program staff. Gary asked about fueling issues. Charlotte knew of none but she has only been here for a short while.

John F asked about the motorcycles around the airport last week. Andy explained the antique motorcycle race that was part of Ron Dillon's scheduled events on the west side of the airfield.

Toby said that the jet apron expansion is on track and should begin this fall. Dan B commended the committee, City, staff members and those in attendance for their positive interactions during the meeting. He said that everyone wants what is best for the airport and that we are all trying to achieve that goal.

- 9) ADJOURN** Moved by Bill Hager, Second by Shawn Coleman.

Roll call vote: Rick-out, Bill-yes, John-yes, Gary-yes, Shawn-yes, Mike-out, Dan-yes, and Jim-yes. Motion carried 6/0/1.

The meeting was adjourned at 8:35 pm.

Next meeting: Monday August 5, 2024, at 6 pm at Ontario City Hall.

Dan Beaubien - Chairman

Mike Franks - Secretary

**ORIGINAL****Jacobs**

**PARK'S
COMMITTEE MEETING MINUTES
Thursday July 18, 2023, 6:00 p.m. MT**

2024

The scheduled meeting of the Park's Committee was called to order by Commissioner Michael Pratt at approximately 6:00 p.m. on Thursday, July 18, 2024, in the Council Chambers of City Hall. Committee members present in person were Mike Pratt, Deborah Folden, Michael Partin, & Michael Braden; Andrew Maeda, and Marc Berg were excused.

Others present in person were, Ex-Officio City Manager/Ex-Officio Economic Development Director Dan Cummings, and Public Works Director, Casey Mordhorst.

Michael Pratt led everyone in the Pledge of Allegiance.

AGENDA

This Agenda was posted on July 17, 2024; copies of the agenda and minutes are available at the Public Works Headquarters and on the city's website at www.ontariooregon.org.

MOTION PASSED UNANIMOUSLY TO ADOPT THE AGENDA AS PRESENTED

PUBLIC COMMENT

NONE

APPROVAL OF MINUTES

June 20, 2024

RESOLUTION, ACTION &/OR MOTION

**THE MOTION WAS MADE BY (Committee Member) SECONDED BY DEBORAH FOLDEN TO
ADOPT THE JUNE 20, 2024, MINUTES: MOTION PASSED UNANIMOUSLY**

DISCUSSION ITEMS

A) Updates

- Rotary Laxson Park – Losing another tree (planted 5 years ago).
- Rotary Laxson Park - Have not fixed bike pump yet.
- Rotary Laxson Park – May install a “Spider Web” Swing for the physically Handicapped.
- Lions Park – Wasps around the trees by playground.
- Lions Park - Ant nest by water storage.
- East Side Park (Lanterman) - Dog park will be removed.
- East Side Park (Lanterman). - Will add a perimeter fence for children’s safety in the fall.
- Moore Park & Salon 541 - Thank you for cleaning up the weeds.
- Lions Park - Cascade Defense – will give us a price on resurfacing.
- Sidewalks on Lion’s Park going out for quotes shortly also, sidewalk on SW 2nd Ave.

RESOLUTION, ACTION &/OR MOTION

NO RESOLUTION, ACTION &/OR MOTION

ADJOURN

RESOLUTION, ACTION &/OR MOTION

**THE MOTION TO ADJOURN WAS MADE BY MICHAEL BRADEN AT 6:13PM;
SECONDED BY DEBORAH FOLDEN: MOTION PASSED UNANIMOUSLY.**

NEXT MEETING SCHEDULED FOR AUGUST 15, 2024, AT 6:00PM.

Approved: 
Signature

8.15.24
Date

(Chairman Michael Pratt, Vice-Chairman Michael Partin)

Accounts Payable

Checks by Date - Summary by Check Date

User: kari.ott
Printed: 8/19/2024 1:56 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
132009	879864	Kristen Hamman	07/01/2024	8,000.00
132010	T7125	Snake River Valley EAA Chapter 837	07/01/2024	600.00
132011	879268	CivicPlus, LLC	07/01/2024	5,896.27
132012	270201	Emergency Services Marketing Corp., Inc.	07/01/2024	810.00
132013	405947	Ben Esplin	07/01/2024	144.50
132014	879218	Richard Kerfoot	07/01/2024	300.00
132015	428195	Leads Online, LLC	07/01/2024	2,492.00
132016	428200	League of Oregon Cities	07/01/2024	10,714.80
132017	461607	MicroTechnology Systems, Inc.	07/01/2024	9,480.00
132018	509600	Northwest Insurance Group, Inc.	07/01/2024	3,539.00
132020	&419	Ontario Lions Club	07/01/2024	60.00
132021	879031	Oregon Homicide Investigators Association	07/01/2024	700.00
132022	879292	StormWind, LLC	07/01/2024	200.00
Total for 7/1/2024:				42,936.57
132023	15101	City Of Ontario - Department Head Credits	07/02/2024	3,000.00
Total for 7/2/2024:				3,000.00
132024	879847	Francisco Barrera	07/03/2024	35.00
132025	BENSON	Clint Benson	07/03/2024	159.21
132026	626400	Campo & Poole Distributing, LLC	07/03/2024	18,739.48
132027	637828	Century Link Communications, LLC	07/03/2024	62.50
132028	879845	Student Loan Fund of Idaho Marketing Ass	07/03/2024	2,250.00
132029	879764	T&Z Hardware, Inc.	07/03/2024	24.16
132030	879720	Total Package Enterprises, LLC	07/03/2024	25.47
132031	788402	TransUnion Risk & Alternative Data Soluti	07/03/2024	75.00
132032	879733	Waste Connections of Oregon, Inc.	07/03/2024	444.10
132033	879240	Advanced Control Systems, LLC	07/03/2024	7,183.80
132034	336725	Core & Main	07/03/2024	33,461.10
132035	393500	Irvco Asphalt & Gravel, Inc.	07/03/2024	264,773.00
132036	879793	Trinity Development Alliance, Inc.	07/03/2024	630,000.00
132037	879551	Painter Holdings & Business Ventures, Inc.	07/03/2024	19.50
Total for 7/3/2024:				957,252.32
ACH	PRFED	PAYROLL TAXES	07/15/2024	5,429.91
ACH	PRORTAX2	OREGON DEPARTMENT OF REVENUE	07/15/2024	258.58
ACH	PRORTAXE	OREGON DEPARTMENT OF REVENUE	07/15/2024	1,692.27
132039	0143466	Amazon Capital Services	07/15/2024	4,770.33
132040	879870	Anvil Northwest	07/15/2024	43.75
132041	879869	AT&T	07/15/2024	900.00
132042	879494	Bruneel, LLC	07/15/2024	456.89
132043	879451	CDR Labor Law, LLC	07/15/2024	268.00
132044	UB*12197	PHYLLIS & MICHAEL COFFELT * * *	07/15/2024	80.43
132045	UB*12198	MICHAEL & TRICIA CROCKETT	07/15/2024	60.38

Check No	Vendor No	Vendor Name	Check Date	Check Amount
132046	879736	Desert Sage Event Center	07/15/2024	361.87
132047	UB*12199	KENNETH FORBES	07/15/2024	115.68
132048	&260	Four Rivers Cultural Center	07/15/2024	3,046.54
132049	376000	Idaho Power	07/15/2024	1,731.27
132050	376002	Idaho Power - Payette Operations Center	07/15/2024	1,504.00
132051	440000	L.N. Curtis and Sons	07/15/2024	276.54
132052	451593	Malheur Council on Aging & Community S	07/15/2024	15,000.00
132053	451750	Malheur County Sheriff's Office	07/15/2024	58,199.65
132054	879301	Net Assets Corporation	07/15/2024	270.00
132055	879867	Nuno Homes, LLC	07/15/2024	10,000.00
132056	539200	Ontario Area Chamber of Commerce	07/15/2024	2,759.82
132057	582530	Oregon Corrections Enterprises	07/15/2024	263.00
132058	242083	State of Oregon Department of Transportati	07/15/2024	1.45
132059	516494	State of Oregon Department of Transportati	07/15/2024	917.20
132060	528405	Oster Professional Group, CPA's PC	07/15/2024	26,702.83
132061	642093	Red's Automotive Repair, Inc.	07/15/2024	86.45
132062	UB*12196	BRANDON SAPP	07/15/2024	69.92
132063	879469	SBRK Finance Holdings, Inc.	07/15/2024	1,475.00
132064	738002	Symbol Arts, LLC	07/15/2024	70.00
132065	879868	Pablo Torres Sereno	07/15/2024	2,522.50
132066	879553	Training & Employment Consortium	07/15/2024	484.00
132067	879151	Waste-Pro	07/15/2024	40.05
Total for 7/15/2024:				139,858.31
132068	0143466	Amazon Capital Services	07/16/2024	354.97
132069	879637	Bryant Lovlien & Jarvis PC Attorneys at La	07/16/2024	11,699.00
132070	441140	Looks Nu, Inc.	07/16/2024	287.00
Total for 7/16/2024:				12,340.97
132071	614087	PORAC LDF	07/18/2024	474.00
Total for 7/18/2024:				474.00
132072	037600	AT&T	07/19/2024	24.37
132073	879745	AT&T Mobility, LLC	07/19/2024	1,270.07
132074	144000	Cascade Natural Gas Corporation	07/19/2024	66.68
132075	637830	Century Link	07/19/2024	528.81
132076	270205	Emergency Responder Services, Inc.	07/19/2024	989.00
132077	879872	Nora Patricia Fuentes	07/19/2024	10.00
132078	879871	Diane Hartley	07/19/2024	300.00
132079	879191	Kristy Lynn Janti	07/19/2024	96.00
132080	879490	LETS A Law Enforcement Technologies C	07/19/2024	1,292.00
132081	434008	Lexipol, LLC	07/19/2024	14,608.62
132082	879417	LightSpeed Networks, Inc.	07/19/2024	1,213.59
132083	468350	Motion Industries, Inc.	07/19/2024	1,226.02
132084	366010	PipeCo Irrigation Supply	07/19/2024	151.61
132085	642093	Red's Automotive Repair, Inc.	07/19/2024	227.74
132086	UB*12200	EMMA ROBERSON	07/19/2024	150.01
132087	130950	Sparklight Business	07/19/2024	140.72
132088	879553	Training & Employment Consortium	07/19/2024	374.00
132089	800809	Turner Floor Covering Tile & Stone, Inc.	07/19/2024	1,350.00
132090	818000	U.S. Postmaster United States Postal Servic	07/19/2024	16,320.00
132091	879390	Jordan Lewis Watts	07/19/2024	109.50
1320920	879423	Romans Precision Irrigation	07/19/2024	14,415.22

Check No	Vendor No	Vendor Name	Check Date	Check Amount
1320930	879713	TimeClock Plus, LLC	07/19/2024	84.00
Total for 7/19/2024:				54,947.96
ACH	878915	Jacobs Engineering Group, Inc.	07/24/2024	481,849.28
ACH	878915	Jacobs Engineering Group, Inc.	07/24/2024	490,413.78
132094	879857	Aden Marin	07/24/2024	3,872.00
132095	545001	William J Snyder	07/24/2024	90.00
Total for 7/24/2024:				976,225.06
132096	879863	Across the Street Productions, Inc.	07/29/2024	1,925.00
132097	879736	Desert Sage Event Center	07/29/2024	4,574.42
132098	&260	Four Rivers Cultural Center	07/29/2024	36,358.17
132099	879363	Danielle Llamas	07/29/2024	169.94
132100	539200	Ontario Area Chamber of Commerce	07/29/2024	30,436.09
132101	583450	State of Oregon Dept of Corrections	07/29/2024	3,200.00
132102	879226	PortaPros	07/29/2024	644.20
132103	879635	Western Building Maintenance, Inc.	07/29/2024	262.50
132104	22427	Conсор North America, Inc.	07/29/2024	4,258.25
132105	22427	Conсор North America, Inc.	07/29/2024	17,698.20
132106	879247	Idaho Communications, LLC	07/29/2024	13,458.82
132107	408200	J-U-B Engineers, Inc.	07/29/2024	76,057.00
132108	412500	Keller Associates, Inc.	07/29/2024	9,866.25
132109	879865	Kittelson & Associates, Inc.	07/29/2024	27,388.47
132110	879339	UGSI Solutions Company	07/29/2024	21,934.56
132111	879778	Andrew Wood	07/29/2024	208.23
132112	642081	CASH	07/29/2024	2,000.00
Total for 7/29/2024:				250,440.10
132113	642081	CASH	07/30/2024	1,000.00
Total for 7/30/2024:				1,000.00
Report Total (108 checks):				2,438,475.29